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County of San Diego
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Clerk of the Superior Court
By E. Lopez ,Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

XOCHILT GARZA, individually, and on
behalf of other members of the general
public similarly situated;

Plaintiff,

v.

MONICA PERLMAN, M.D., INC., A
PROFESSIONAL MEDICAL
CORPORATION, a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 24CU006125C

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Labor Code § 2698, *et seq.* (Private Attorneys General Act of 2004);
- (9) Violation of California Business & Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff XOCHILT GARZA (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of San Diego. The majority of the acts and omissions alleged herein relating to Plaintiff took place in the State of California, County of San Diego. Defendants employed Plaintiff within the State of California, County of San Diego.

PARTIES

5. Plaintiff XOCHILT GARZA is an individual residing in the State of California.

6. Defendant MONICA PERLMAN, M.D., INC., A PROFESSIONAL MEDICAL CORPORATION at all times herein mentioned, was and is, upon information and belief, a California corporation headquartered in the State of California, and at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California, including the County of San Diego.

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1 7. At all relevant times, Defendant MONICA PERLMAN, M.D., INC., A
2 PROFESSIONAL MEDICAL CORPORATION was the “employer” of Plaintiff within the
3 meaning of all applicable California laws and statutes.

4 8. At all times herein relevant, Defendant MONICA PERLMAN, M.D., INC., A
5 PROFESSIONAL MEDICAL CORPORATION, and DOES 1 through 100, and each of them,
6 were the agents, partners, joint venturers, joint employers, representatives, servants,
7 employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all
8 times relevant hereto were acting within the course and scope of their authority as such agents,
9 partners, joint venturers, joint employers, representatives, servants, employees, successors-in-
10 interest, co-conspirators and assigns, and all acts or omissions alleged herein were duly
11 committed with the ratification, knowledge, permission, encouragement, authorization, and
12 consent of each defendant designated herein.

13 9. The true names and capacities, whether corporate, associate, individual or
14 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who sue
15 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
16 information and belief alleges, that each of the Defendants designated as a DOE is legally
17 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
18 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
19 Plaintiff will seek leave of court to amend this Complaint to show the true names and
20 capacities when the same have been ascertained.

21 10. Defendant MONICA PERLMAN, M.D., INC., A PROFESSIONAL MEDICAL
22 CORPORATION and DOES 1 through 100 will hereinafter collectively be referred to as
23 “Defendants.”

24 11. Plaintiff further alleges that Defendants directly or indirectly controlled or
25 affected the working conditions, wages, working hours, and conditions of employment of
26 Plaintiff and the other class members so as to make each of said Defendants and employers
27 liable under the statutory provisions set forth herein.

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1 **CLASS ACTION ALLEGATIONS**

2 12. Plaintiff brings this action individually and on behalf of all other members of the
3 general public similarly situated, and, thus, seeks class certification under Code of Civil
4 Procedure section 382.

5 13. The proposed class is defined as follows:

6 All current and former hourly-paid or non-exempt employees of Defendants
7 within the State of California at any time during the period from August 15,
8 2020, through October 15, 2025.

9 14. Plaintiff reserves the right to establish subclasses as appropriate.

10 15. The class is ascertainable and there is a well-defined community of interest in
11 the litigation:

12 a. Numerosity: The class members are so numerous that joinder of all class
13 members is impracticable. The membership of the entire class is
14 unknown to Plaintiff at this time. However, the class is estimated to be
15 greater than fifty (50) individuals and the identity of such membership is
16 readily ascertainable by inspection of Defendants' employment records.

17 b. Typicality: Plaintiff's claims are typical of all other class members'
18 claims as demonstrated herein. Plaintiff will fairly and adequately protect
19 the interests of the other class members with whom Plaintiff has a well-
20 defined community of interest.

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1 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
2 each class member, with whom Plaintiff has a well-defined community
3 of interest and typicality of claims, as demonstrated herein. Plaintiff has
4 no interest that is antagonistic to the other class members. Plaintiff's
5 attorneys, the proposed class counsel, are versed in the rules governing
6 class action discovery, certification, and settlement. Plaintiff has
7 incurred, and during the pendency of this action will continue to incur,
8 costs and attorneys' fees, that have been, are, and will be necessarily
9 expended for the prosecution of this action for the substantial benefit of
10 each class member.

11 d. Superiority: A class action is superior to other available methods for the
12 fair and efficient adjudication of this litigation because individual joinder
13 of all class members is impractical.

14 e. Public Policy Considerations: Certification of this lawsuit as a class
15 action will advance public policy objectives. Employers of this great
16 state violate employment and labor laws every day. Current employees
17 are often afraid to assert their rights out of fear of direct or indirect
18 retaliation. However, class actions provide the class members who are
19 not named in the complaint anonymity that allows for the vindication of
20 their rights.

21 16. There are common questions of law and fact as to the class members that
22 predominate over questions affecting only individual members. The following common
23 questions of law or fact, among others, exist as to the members of the class:

24 a. Whether Defendants' failure to pay wages, without abatement or
25 reduction, in accordance with the California Labor Code, was willful;

26 b. Whether Defendants failed to pay their hourly-paid or non-exempt
27 employees within the State of California for all hours worked;

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- 1 c. Whether Defendants required Plaintiff and the other class members to
2 work over eight (8) hours per day and/or over forty (40) hours per week
3 and failed to pay the legally required overtime compensation to Plaintiff
4 and the other class members;
- 5 d. Whether Defendants properly calculated the regular rate for Plaintiff and
6 the other class members who worked overtime and earned incentive pay
7 and sick leave pay;
- 8 e. Whether Defendants failed to provide Plaintiff and the other class
9 members legally mandated meal and/or rest periods and failed to
10 compensate them the related premium wages pursuant to California
11 Labor Code section 226.7(c);
- 12 f. Whether Defendants failed to pay minimum wages to Plaintiff and the
13 other class members for all hours worked;
- 14 g. Whether Defendants failed to pay all wages due to Plaintiff and the other
15 class members within the required time upon their discharge or
16 resignation;
- 17 h. Whether Defendants failed to timely pay all wages due to Plaintiff and
18 the other class members during their employment;
- 19 i. Whether Defendants complied with wage reporting as required by the
20 California Labor Code, including, *inter alia*, section 226;
- 21 j. Whether Defendants failed to keep complete or accurate payroll records
22 for Plaintiff and the other class members;
- 23 k. Whether Defendants failed to reimburse Plaintiff and the other class
24 members for necessary business-related expenses and costs;
- 25 l. Whether Defendants' conduct was willful or reckless;
- 26 m. Whether Defendants engaged in unfair business practices in violation of
27 California Business & Professions Code sections 17200, *et seq.*;

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- 1 n. The appropriate amount of damages, restitution, and/or monetary
2 penalties resulting from Defendants' violation of California law; and
3 o. Whether Plaintiff and the other class members are entitled to
4 compensatory damages pursuant to the California Labor Code.

5 **GENERAL ALLEGATIONS**

6 17. During the relevant time period set forth herein, Defendants employed Plaintiff
7 and other persons as hourly-paid or non-exempt employees within the State of California,
8 including the County of San Diego.

9 18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid non-
10 exempt employee during the relevant time period in the State of California, County of San
11 Diego.

12 19. Defendants had the authority to hire and terminate Plaintiff and the other class
13 members; to set work rules and conditions governing Plaintiff's and other class members'
14 employment; and to supervise their daily employment activities.

15 20. Defendants exercised sufficient authority over the terms and conditions of
16 Plaintiff's and other class members' employment for them to be joint employers of Plaintiff
17 and the other class members.

18 21. Defendants directly hired and paid wages and benefits to Plaintiff and the other
19 class members.

20 22. Defendants continue to employ hourly-paid or non-exempt employees within the
21 State of California.

22 23. Plaintiff and the other class members worked over eight (8) hours in a day, and/or
23 forty (40) hours in a week during their employment with Defendants.

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1 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid
3 or non-exempt employees within the State of California. This scheme involved, *inter alia*,
4 failing to pay them for all hours worked, sick leave, and failing to provide legally mandated
5 meal and rest breaks or pay related premium wages in lieu thereof, in violation of California
6 law.

7 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members were entitled to receive
9 certain wages for overtime compensation and that Plaintiff and the other class members were
10 not receiving wages for overtime compensation.

11 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 failed to provide Plaintiff and the other class members the required meal and rest periods
13 during the relevant time period as required under the Industrial Welfare Commission (“IWC”)
14 Wage Orders and thus they are entitled to any and all applicable penalties.

15 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiff and the other class members were entitled to receive
17 all timely and complete meal periods or payment of one additional hour of pay at Plaintiff’s
18 and the other class members’ regular rate of pay when a meal period was missed, late or
19 interrupted, and that Plaintiff and the other class members did not receive all timely and proper
20 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
21 period was missed.

22 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and other class members were entitled to receive all
24 timely rest periods without interruption or payment of one additional hour of pay at Plaintiff’s
25 and the other class members’ regular rate of pay when a rest period was missed, late or
26 interrupted, and that Plaintiff and the other class members did not receive all rest periods or
27 payment of one additional hour of pay at their regular rate of pay when a rest period was
28 missed.

1 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to receive
3 at least minimum wages for compensation and that Plaintiff and the other class members were
4 not receiving at least minimum wages for all hours worked.

5 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that Plaintiff and the other class members were entitled to receive
7 the wages owed to them upon discharge or resignation, including overtime and minimum
8 wages and meal and rest period premiums, and that Plaintiff and the other class members did
9 not, in fact, receive such wages owed to them at the time of their discharge or resignation.

10 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that Plaintiff and the other class members were entitled to receive
12 their wages within a specified time during their employment, and that Plaintiff and the other
13 class members did not, in fact, receive such wages within the specified time period during
14 their employment.

15 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiff and the other class members were entitled to receive
17 complete and accurate wage statements in accordance with California law, but, in fact,
18 Plaintiff and the other class members did not receive complete and accurate wage statements
19 from Defendants. The deficiencies included, *inter alia*, the failure to include the total number
20 of hours worked by Plaintiff and the other class members.

21 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knew or should have known that Defendants had to keep complete and accurate payroll records
23 for Plaintiff and the other class members in accordance with California law, but, in fact, did
24 not keep complete and accurate payroll records for Plaintiff and the other class members.

25 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiff and the other class members were entitled to
27 reimbursement for necessary business-related expenses.

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1 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that they had a duty to compensate Plaintiff and the other class
3 members pursuant to California law, and that Defendants had the financial ability to pay such
4 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
5 represented to Plaintiff and the other class members that they were properly denied wages, all
6 in order to increase Defendants' profits.

7 36. During the relevant time period set forth herein, Defendants failed to pay
8 overtime wages to Plaintiff and the other class members for all hours worked. Plaintiff and
9 other class members were required to work more than eight (8) hours per day and/or more
10 than forty (40) hours per week without overtime compensation.

11 37. During the relevant time period set forth herein, Defendants failed to properly
12 calculate and pay sick leave to Plaintiff and the other class members.

13 38. During the relevant time period set forth herein, Defendants failed to provide the
14 requisite uninterrupted and timely meal and rest periods to Plaintiff and the other class
15 members.

16 39. During the relevant time period set forth herein, Defendants failed to pay
17 Plaintiff and the other class members at least minimum wages for all hours worked.

18 40. During the relevant time period set forth herein, Defendants failed to pay
19 Plaintiff and the other class members the wages owed to them upon discharge or resignation.

20 41. During the relevant time period set forth herein, Defendants failed to pay
21 Plaintiff and the other class member wages within a specified time period during their
22 employment.

23 42. During the relevant time period set forth herein, Defendants failed to provide
24 complete or accurate wage statements to Plaintiff and the other class members.

25 43. During the relevant time period set forth herein, Defendants failed to keep
26 complete or accurate payroll records for Plaintiff and the other class members.

27 44. During the relevant time period set forth herein, Defendants failed to reimburse
28 Plaintiff and the other class members for necessary business-related expenses.

45. During the relevant time period set forth herein, Defendants failed to properly compensate Plaintiff and the other class members pursuant to California law in order to increase Defendants' profits.

46. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against MONICA PERLMAN, M.D., INC., A PROFESSIONAL MEDICAL CORPORATION, and DOES 1 through 100)

47. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 46, and each and every part thereof with the same force and effect as though fully set forth herein.

48. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

49. The applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, who work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

50. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

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1 51. California Labor Code section 510 codifies the right to overtime compensation
2 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
3 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
4 day of work, and overtime compensation at twice the regular hourly rate for hours worked in
5 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
6 of work.

7 52. During the relevant time period set forth herein, Plaintiff and the other class
8 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in
9 a week.

10 53. During the relevant time period set forth herein, Defendants intentionally and
11 willfully failed to pay overtime wages owed to Plaintiff and the other class members.

12 54. Defendants' failure to pay Plaintiff and the other class members the unpaid
13 balance of overtime compensation, as required by California laws, violates the provisions of
14 California Labor Code sections 510 and 1198, and is therefore unlawful.

15 55. Pursuant to California Labor Code section 1194, Plaintiff and the other class
16 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
17 attorneys' fees.

18 **SECOND CAUSE OF ACTION**

19 **(Violation of California Labor Code §§ 226.7 and 512(a))**

20 **(Against MONICA PERLMAN, M.D., INC., A PROFESSIONAL MEDICAL**
21 **CORPORATION, and DOES 1 through 100)**

22 56. Plaintiff incorporates by reference the allegations contained in paragraphs 1
23 through 55, and each and every part thereof with the same force and effect as though fully set
24 forth herein.

25 57. During the relevant time period set forth herein, the IWC Wage Order and
26 California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other
27 class members' employment by Defendants.

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1 58. During the relevant time period set forth herein, California Labor Code section
2 226.7 provides that no employer shall require an employee to work during any meal or rest
3 period mandated by an applicable order of the California IWC.

4 59. During the relevant time period set forth herein, the applicable IWC Wage Order
5 and California Labor Code section 512(a) provide that an employer may not require, cause or
6 permit an employee to work for a work period of more than five (5) hours per day without
7 providing the employee with a meal period of not less than thirty (30) minutes, except that if
8 the total work period per day of the employee is no more than six (6) hours, the meal period
9 may be waived by mutual consent of both the employer and employee.

10 60. During the relevant time period set forth herein, the applicable IWC Wage Order
11 and California Labor Code section 512(a) further provide that an employer may not require,
12 cause, or permit an employee to work for a work period of more than ten (10) hours per day
13 without providing the employee with a second uninterrupted meal period of not less than thirty
14 (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the
15 second meal period may be waived by mutual consent of the employer and the employee only
16 if the first meal period was not waived.

17 61. During the relevant time period set forth herein, Plaintiff and the other class
18 members who were scheduled to work for a period of time no longer than six (6) hours, and
19 who did not waive their legally-mandated meal periods by mutual consent, were required to
20 work for periods longer than five (5) hours without an uninterrupted meal period of not less
21 than thirty (30) minutes and/or without a rest period.

22 62. During the relevant time period set forth herein, Plaintiff and the other class
23 members who were scheduled to work for a period of time no longer than twelve (12) hours,
24 and who did not waive their legally-mandated meal periods by mutual consent, were required
25 to work for periods longer than ten (10) hours without an uninterrupted meal period of not less
26 than thirty (30) minutes and/or without a rest period.

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63. During the relevant time period set forth herein, Plaintiff and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

64. During the relevant time period set forth herein, Plaintiff and the other class members who were scheduled to work for a period of time in excess of twelve (12) hours were required to work for periods longer than ten (10) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

65. During the relevant time period set forth herein, Defendants intentionally and willfully required Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff and the other class members the full meal period premium for work performed during meal periods.

66. During the relevant time period set forth herein, Defendants failed to pay Plaintiff and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

67. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

68. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period was not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against MONICA PERLMAN, M.D., INC., A PROFESSIONAL MEDICAL CORPORATION, and DOES 1 through 100)

69. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 68, and each and every part thereof with the same force and effect as though fully set forth herein.

1 70. During the relevant time period set forth herein, the applicable IWC Wage Order
2 and California Labor Code section 226.7 were applicable to Plaintiff's and the other class
3 members' employment by Defendants.

4 71. During the relevant time period set forth herein, California Labor Code section
5 226.7 provides that no employer shall require an employee to work during any rest period
6 mandated by an applicable order of the California IWC.

7 72. During the relevant time period set forth herein, the applicable IWC Wage Order
8 provides that "[e]very employer shall authorize and permit all employees to take rest periods,
9 which insofar as practicable shall be in the middle of each work period" and that the "rest
10 period time shall be based on the total hours worked daily at the rate of ten (10) minutes net
11 rest time per four (4) hours or major fraction thereof" unless the total daily work time is less
12 than three and one-half (3 ½) hours.

13 73. During the relevant time period set forth herein, Defendants required Plaintiff
14 and the other class members to work four (4) or more hours without authorizing or permitting
15 a ten (10) minute rest period per each four (4) hour period worked.

16 74. During the relevant time period set forth herein, Defendants willfully required
17 Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff
18 and the other class members the full rest period premium for work performed during rest
19 periods.

20 75. During the relevant time period set forth herein, Defendants failed to pay
21 Plaintiff and the other class members the full rest period premium due pursuant to California
22 Labor Code section 226.7.

23 76. Defendants' conduct violates applicable IWC Wage Orders and California Labor
24 Code section 226.7.

25 77. Pursuant to the applicable IWC Wage Orders and California Labor Code section
26 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
27 additional hour of pay at the employee's regular hourly rate of compensation for each workday
28 that the rest period was not provided.

1 **FOURTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 1194 and 1197)**

3 **(Against MONICA PERLMAN, M.D., INC., A PROFESSIONAL MEDICAL**
4 **CORPORATION, and DOES 1 through 100)**

5 78. Plaintiff incorporates by reference the allegations contained in paragraphs 1
6 through 77 and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 79. During the relevant time period set forth herein, California Labor Code sections
9 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of
10 a lesser wage than the minimum so fixed, is unlawful.

11 80. During the relevant time period set forth herein, Defendants failed to pay
12 minimum wages to Plaintiff and the other class members as required, pursuant to California
13 Labor Code sections 1194 and 1197.

14 81. Defendants' failure to pay Plaintiff and the other class members the minimum
15 wage as required violates California Labor Code sections 1194 and 1197. Pursuant to those
16 sections, Plaintiff and other class members are entitled to recover the unpaid balance of their
17 minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated
18 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

19 82. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
20 members are entitled to recover liquidated damages in an amount equal to the wages
21 unlawfully unpaid and interest thereon.

22 **FIFTH CAUSE OF ACTION**

23 **(Violation of California Labor Code §§ 201 and 202)**

24 **(Against MONICA PERLMAN, M.D., INC., A PROFESSIONAL MEDICAL**
25 **CORPORATION, and DOES 1 through 100)**

26 83. Plaintiff incorporates by reference the allegations contained in paragraphs 1
27 through 82, and each and every part thereof with the same force and effect as though fully set
28 forth herein.

84. During the relevant time period set forth herein, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits their employment, their wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

85. During the relevant time period set forth herein, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

86. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

87. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

88. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum as provided by Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against MONICA PERLMAN, M.D., INC., A PROFESSIONAL MEDICAL CORPORATION, and DOES 1 through 100)

89. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 88, and each and every part thereof with the same force and effect as though fully set forth herein.

1 90. During the relevant time period set forth herein, California Labor Code section
2 226(a) provides that every employer shall furnish each of their employees an accurate itemized
3 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
4 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
5 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders
6 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
7 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
8 the last four digits of their social security number or an employee identification number other
9 than a social security number, (8) the name and address of the legal entity that is the employer,
10 and (9) all applicable hourly rates in effect during the pay period and the corresponding
11 number of hours worked at each hourly rate by the employee. The deductions made from
12 payments of wages shall be recorded in ink or other indelible form, properly dated, showing
13 the month, day, and year, and a copy of the statement and the record of the deductions shall
14 be kept on file by the employer for at least three years at the place of employment or at a
15 central location within the State of California.

16 91. Defendants have intentionally and willfully failed to provide Plaintiff and the
17 other class members with complete and accurate wage statements. The deficiencies include,
18 but are not limited to, the failure to include the total number of hours worked by Plaintiff and
19 other class members.

20 92. As a result of Defendants' violation of California Labor Code section 226(a),
21 Plaintiff and the other class members have suffered injury and damage to their statutorily
22 protected rights.

23 93. Plaintiff and the other class members have been injured by Defendants'
24 intentional and willful violation of California Labor Code section 226(a) because they were
25 denied both their legal right to receive, and their protected interest in receiving, accurate and
26 itemized wage statements pursuant to California Labor Code section 226(a).

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1 94. Plaintiff and the other class members are entitled to recover from Defendants the
2 greater of their actual damages caused by Defendants' failure to comply with California Labor
3 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
4 employee.

5 95. Plaintiff and the other class members are also entitled to injunctive relief to
6 ensure compliance with this section, pursuant to California Labor Code section 226(h).

7 **SEVENTH CAUSE OF ACTION**

8 **(Violation of California Labor Code §§ 2800 and 2802)**

9 **(Against MONICA PERLMAN, M.D., INC., A PROFESSIONAL MEDICAL**
10 **CORPORATION, and DOES 1 through 100)**

11 96. Plaintiff incorporates by reference the allegations contained in paragraphs 1
12 through 95, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

14 97. Pursuant to California Labor Code sections 2800 and 2802, an employer must
15 reimburse its employee for all necessary expenditures incurred by the employee in direct
16 consequence of the discharge of their job duties or in direct consequence of their obedience to
17 the directions of the employer.

18 98. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
19 other class members for all necessary business-related expenses and costs. Plaintiff and the
20 other class members are entitled to recover from Defendants their business-related expenses and
21 costs incurred during the course and scope of their employment, plus interest accrued from the
22 date on which the employee incurred the necessary expenditures at the same rate as judgments
23 in civil actions in the State of California.

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1 **EIGHTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 2698, *et seq.*)**

3 **(Against MONICA PERLMAN, M.D., INC., A PROFESSIONAL MEDICAL**
4 **CORPORATION, and DOES 1 through 100)**

5 99. Plaintiff incorporates by reference the allegations contained in paragraphs 1
6 through 98, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 100. The Private Attorneys General Act of 2004 (“PAGA”) expressly establishes that
9 any provision of the Labor Code which provides for a civil penalty to be assessed and collected
10 by the California Labor and Workforce Development Agency (“LWDA”), or any of its
11 departments, divisions, commissions, boards, agencies, or employees for a violation of the
12 Labor Code, may be recovered through a civil action brought by an aggrieved employee on
13 behalf of himself or herself, and other current or former employees.

14 101. On November 4, 2024, Juan Londoño provided a written notice to the LWDA
15 and Defendants of the specific provisions of the Labor Code that Juan Londoño contends were
16 violated and the theories supporting the contentions. Attached hereto as **Exhibit 1** and
17 incorporated by reference is a copy of the written notice to the LWDA. On October 27, 2025,
18 an amended written notice was submitted to the LWDA and Defendants that removed Juan
19 Londoño and added Plaintiff as the named representative. Plaintiff believes that on or about
20 December 31, 2025, the sixty-five (65) day notice period will expire, and the LWDA will not
21 take any action to investigate or prosecute this matter. Attached hereto as **Exhibit 2** and
22 incorporated by reference is a copy of the amended written notice to the LWDA. Plaintiff
23 exhausted the statutory time period to bring this action.

24 102. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved
25 employees” as defined by Labor Code section 2699(c) in that they are all current and former
26 hourly-paid or non-exempt employees of Defendants within the State of California at any time
27 from November 4, 2023, through October 15, 2025, and one or more of the alleged violations
28 was committed against them.

1 **Failure to Pay Minimum and Overtime Wages**

2 103. At all times relevant herein, Defendants were required to compensate their non-
3 exempt employees minimum wages for all hours worked and overtime wages for all hours
4 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
5 mandate of Labor Code sections 510, 1194, 1197, and 1198.

6 104. As a policy and practice, Defendants failed to compensate Plaintiff and the other
7 aggrieved current and former employees for all hours worked, resulting in a failure to pay all
8 minimum wages and overtime wages, where applicable.

9 **Failure to Provide Meal Periods and Rest Breaks**

10 105. In accordance with the mandates of Labor Code sections 226.7 and 512,
11 Defendants were required to authorize and permit their non-exempt employees to take a 10-
12 minute rest break for every four (4) hours worked or major fraction thereof and were further
13 required to provide their non-exempt employees with a 30-minute meal period for every five
14 (5) hours worked.

15 106. As a policy and practice, Defendants failed to provide Plaintiff and the other
16 aggrieved current and former employees with legally mandated meal periods and rest breaks
17 and failed to pay proper compensation for this failure.

18 **Failure to Timely Pay Wages During Employment**

19 107. At all times relevant herein, Defendants were required to pay their employees
20 within a specified time period pursuant to the mandate of Labor Code section 204.

21 108. As a policy and practice, Defendants failed to pay Plaintiff and the other
22 aggrieved current and former employees all wages due and owing them within the required
23 time period.

24 **Failure to Timely Pay Wages Upon Termination**

25 109. At all times relevant herein, Defendants were required to pay their employees
26 all wages owed in a timely fashion at the end of employment pursuant to Labor Code sections
27 201 to 204.

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110. As a result of Defendants' Labor Code violations alleged above, Defendants failed to pay Plaintiff and the other aggrieved former employees their final wages pursuant to Labor Code sections 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code section 203.

Failure to Provide Complete and Accurate Wage Statements

111. At all times relevant herein, Defendants were required to keep accurate records regarding their California employees pursuant to the mandate of Labor Code sections 226, 1174, and 1776.

112. As a result of Defendants' various Labor Code violations, Defendants failed to keep accurate records regarding Plaintiff and the other aggrieved current and former employees. For example, Defendants failed in their affirmative obligation to keep accurate records regarding Plaintiff and the other aggrieved current and former employees' gross wages earned, total hours worked, all deductions, net wages earned, and all applicable hourly rates and the number of hours worked at each hourly rate.

Failure to Provide and Properly Pay Paid Sick Days

113. At all times relevant herein, Defendants were required to provide their employees with paid sick days at their regular rate of pay pursuant to Labor Code section 246, *et seq.*

114. As a policy and practice, Defendants failed to provide Plaintiff and other aggrieved current and former employees with paid sick days at the proper rate of pay pursuant to Labor Code section 246, *et seq.*

Failure to Reimburse Business Expenses

115. At all times relevant herein, Defendants were required to reimburse its employees for any and all necessary expenditures or losses incurred by the employees in direct consequences of the discharge or his or her duties pursuant to the mandate of Labor Code sections 2800 and 2802.

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1 116. As a policy and practice, Defendants failed to reimburse Plaintiff and the other
2 aggrieved current and former employees for all business expenses incurred and owing them
3 within the required time period.

4 **Penalties**

5 117. Pursuant to Labor Code section 2699, Plaintiff, individually, and on behalf of
6 the other current and former aggrieved employees, requests and is entitled to recover from
7 Defendants, and each of them, civil penalties, interest, attorneys' fees and costs, including but
8 not limited to:

- 9 a. Penalties under Labor Code section 2699 in the amount of a hundred
10 dollars (\$100) for each aggrieved employee per pay period for the initial
11 violation, and two hundred dollars (\$200) for each aggrieved employee
12 per pay period for each subsequent violation;
- 13 b. Penalties under Code of Regulations Title 8 section 11040 in the amount
14 of fifty dollars (\$50) for each aggrieved employee per pay period for the
15 initial violation, and one hundred dollars (\$100) for each aggrieved
16 employee per pay period for each subsequent violation;
- 17 c. Penalties under Labor Code section 210 in addition to, and entirely
18 independent and apart from, any other penalty provided in the Labor
19 Code in the amount of a hundred dollars (\$100) for each aggrieved
20 employee per pay period for the initial violation, and two hundred dollars
21 (\$200) for each aggrieved employee per pay period for each subsequent
22 violation;
- 23 d. Penalties under Labor Code section 1197.1 in the amount of a hundred
24 dollars (\$100) for each aggrieved employee per pay period for the initial
25 violation, and two hundred fifty dollars (\$250) for each aggrieved
26 employee per pay period for each subsequent violation;
- 27 e. Any and all additional penalties as provided by the Labor Code and/or
28 other statutes; and

f. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194, and 2699, and any other applicable statute.

NINTH CAUSE OF ACTION

**(Violation of California Business & Professions Code §§ 17200, *et seq.*)
(Against MONICA PERLMAN, M.D., INC., A PROFESSIONAL MEDICAL
CORPORATION, and DOES 1 through 100)**

118. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 117, and each and every part thereof with the same force and effect as though fully set forth herein.

119. Defendants' conduct, as alleged herein, has been, and continues to be unfair, unlawful and harmful to Plaintiff, the other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

120. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200, *et seq.*

121. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' policy and practice of requiring Plaintiff and the other class members work overtime hours without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policy and practice of requiring Plaintiff and the other class members to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policy and practice of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201 and 202. Defendants also violated California Labor Code sections 226(a), 1194, 1197, 2800 and 2802.

122. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

1 123. Plaintiff and the other class members have been personally injured by
2 Defendants' unlawful business acts and practices as alleged herein, including but not
3 necessarily limited to the loss of money and/or property.

4 124. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
5 Plaintiff and the other class members are entitled to restitution of the wages withheld and
6 retained by Defendants during a period that commences four years prior to the filing of this
7 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
8 1021.5 and other applicable laws; and an award of costs.

9 **DEMAND FOR JURY TRIAL**

10 Plaintiff, individually, and on behalf of other members of the general public similarly
11 situated, requests a trial by jury.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff, individually and on behalf of all other members of the
14 general public similarly situated, prays for relief and judgment against Defendants, jointly and
15 severally, as follows:

16 **Class Certification**

- 17 1. That this action be certified as a class action;
- 18 2. That Plaintiff be appointed as representative of the Class;
- 19 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 20 4. That Defendants provide to Class Counsel immediately the names and most
21 current contact information (address, e-mail and telephone numbers) of all class members.

22 **As to the First Cause of Action**

- 23 5. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to
25 pay all overtime wages due to Plaintiff and the other class members;

- 26 6. For general unpaid wages at overtime wage rates and such general and special
27 damages as may be appropriate;

28 ///

1 7. For pre-judgment interest on any unpaid overtime compensation commencing
2 from the date such amounts were due;

3 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
4 California Labor Code section 1194; and

5 9. For such other and further relief as the Court may deem just and proper.

6 **As to the Second Cause of Action**

7 10. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code sections 226.7 and 512(a) and applicable IWC Wage Orders by willfully failing
9 to provide all meal periods (including second meal periods) to Plaintiff and the other class
10 members;

11 11. That the Court make an award to Plaintiff and the other class members of one
12 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
13 period was not provided;

14 12. For all actual, consequential, and incidental losses and damages, according to
15 proof;

16 13. For premium wages pursuant to California Labor Code section 226.7(c);

17 14. For pre-judgment interest on any unpaid wages from the date such amounts were
18 due;

19 15. For reasonable attorneys' fees and costs of suit incurred herein; and

20 16. For such other and further relief as the Court may deem just and proper.

21 **As to the Third Cause of Action**

22 17. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
24 rest periods to Plaintiff and the other class members;

25 18. That the Court make an award to Plaintiff and the other class members of one
26 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
27 period was not provided;

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1 19. For all actual, consequential, and incidental losses and damages, according to
2 proof;

3 20. For premium wages pursuant to California Labor Code section 226.7(c);

4 21. For pre-judgment interest on any unpaid wages from the date such amounts were
5 due; and

6 22. For such other and further relief as the Court may deem just and proper.

7 **As to the Fourth Cause of Action**

8 23. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiff
10 and the other class members;

11 24. For general unpaid wages and such general and special damages as may be
12 appropriate;

13 25. For pre-judgment interest on any unpaid compensation from the date such
14 amounts were due;

15 26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
16 California Labor Code section 1194(a);

17 27. For liquidated damages pursuant to California Labor Code section 1194.2; and

18 28. For such other and further relief as the Court may deem just and proper.

19 **As to the Fifth Cause of Action**

20 29. That the Court declare, adjudge and decree that Defendants violated California
21 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at
22 the time of termination of the employment of Plaintiff and the other class members no longer
23 employed by Defendants;

24 30. For all actual, consequential, and incidental losses and damages, according to
25 proof;

26 31. For statutory wage penalties pursuant to California Labor Code section 203 for
27 the other class members who have left Defendants' employ;

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32. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

33. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

34. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

35. For actual, consequential and incidental losses and damages, according to proof;

36. For statutory penalties pursuant to California Labor Code section 226(e);

37. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For the imposition of civil penalties and/or statutory penalties;

42. For punitive damages and/or exemplary damages according to proof at trial;

43. For reasonable attorneys' fees and costs of suit incurred herein; and

44. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

45. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 2698, *et seq.*, for civil penalties pursuant to Defendants' violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802;

1 46. Upon this Cause of Action, for costs and attorneys' fees pursuant to Labor Code
2 sections 210, 1194, and 2699, and any other applicable statute; and

3 47. For such other and further relief as the Court may deem just and proper.

4 **As to the Ninth Cause of Action**

5 48. That the Court declare, adjudge and decree that Defendants violated California
6 Business & Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the
7 other class members all overtime compensation due to them, failing to provide all meal and
8 rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to
9 Plaintiff and the other class members, and failing to pay Plaintiff's and the other class
10 members' wages timely as required by California Labor Code sections 201 and 202.

11 49. For restitution of unpaid wages to Plaintiff and other class members and all pre-
12 judgment interest from the day such amounts were due and payable;

13 50. For the appointment of a receiver to receive, manage and distribute any and all
14 funds disgorged from Defendants and determined to have been wrongfully acquired by
15 Defendants as a result of violation of California Business & Professions Code sections 17200,
16 *et seq.*;

17 51. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
18 California Code of Civil Procedure section 1021.5;

19 52. For injunctive relief to ensure compliance with this section, pursuant to
20 California Business & Professions Code sections 17200, *et seq.*; and

21 53. For such other and further relief as the Court may deem just and proper.

22
23 Dated: January 12, 2026

JUSTICE LAW CORPORATION

24 By: 
25 Douglas Han
26 Shunt Tatavos-Gharajeh
27 Attorneys for Plaintiff
28

EXHIBIT 1

November 4, 2024

BY U.S. MAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

**Re: Monica Perlman, M.D., Inc., A Professional Medical Corporation dba
Perlman Clinic adv. Garza**

Dear Representative:

We have been retained to represent Juan Londoño against Monica Perlman, M.D., Inc., A Professional Medical Corporation dba Perlman Clinic adv. Garza (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer or managing agent acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "Monica Perlman, M.D., Inc.").

Mr. Londoño is pursuing his California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Londoño may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Monica Perlman, M.D., Inc., A Professional Medical Corporation is a California corporation located at 3900 5th Avenue, Suite 300, San Diego, CA 92103.

Monica Perlman, M.D., Inc. employed Mr. Londoño as an hourly-paid non-exempt Referral Coordinator within one year of the date of this letter (until in or around March of 2024) in the State of California. Monica Perlman, M.D., Inc. directly controlled the wages, hours and/or working conditions of Mr. Londoño's and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

¹ Mr. Londoño does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Londoño will amend this notice when the true names and capacities are known. Mr. Londoño is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Londoño and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

The “aggrieved employees” that Mr. Londoño may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of Monica Perlman, M.D., Inc. within the State of California.

Monica Perlman, M.D., Inc. failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly compensate minimum and overtime wages, failed to properly provide legally mandated meal and rest breaks or pay premium wages in lieu thereof, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in Labor Code violations as stated below.

Monica Perlman, M.D., Inc. has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay time-and-a-half or double-time overtime wages and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Londoño and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. Monica Perlman, M.D., Inc. failed to compensate Mr. Londoño and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. Monica Perlman, M.D., Inc. also failed to include non-discretionary bonuses into Mr. Londoño’s and other aggrieved employees’ regular rate of pay for purposes of overtime compensation. Therefore, Mr. Londoño and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee’s regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated 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 of employment. During the relevant time period, Monica Perlman, M.D., Inc. failed to pay Mr. Londoño and other aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at a non-exempt employee’s regular rate of pay or at a rate calculated 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 of employment.

California Labor Code sections 226.7 and 512(a) require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, Monica Perlman, M.D., Inc. routinely required Mr. Londoño and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with Monica Perlman, M.D., Inc.'s policies and expectations and fulfill orders. Monica Perlman, M.D., Inc. failed to provide coverage to Mr. Londoño and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, Monica Perlman, M.D., Inc. failed to authorize and permit Mr. Londoño and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, Monica Perlman, M.D., Inc. failed to compensate Mr. Londoño and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." Monica Perlman, M.D., Inc. required Mr. Londoño and other aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." Monica Perlman, M.D., Inc. required Mr. Londoño and other aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, Monica Perlman, M.D., Inc. failed to pay Mr. Londoño and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 202 and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Monica Perlman, M.D., Inc. failed to pay Mr. Londoño and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204, and is therefore liable under California Labor Code section 210.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Monica Perlman, M.D., Inc. did not provide Mr. Londoño and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Monica Perlman, M.D., Inc. were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Londoño and other aggrieved employees, (2) total hours worked by Mr. Londoño and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by aggrieved employees, (4) all deductions for Mr. Londoño and other aggrieved employees, (5) net wages earned by Mr. Londoño and other aggrieved employees, (6) the inclusive dates of the period for which aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by aggrieved employees.

California Labor Code section 558 allows recovery of penalties. Pursuant to the code, (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Londoño and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Monica Perlman, M.D., Inc. failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Londoño and other aggrieved employees.

LWDA

November 4, 2024

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Monica Perlman, M.D., Inc. did not provide Mr. Londoño and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer. During their employment, Mr. Londoño and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Monica Perlman, M.D., Inc., including for using their personal cellular phones and vehicles for work-related purposes.

We believe that Mr. Londoño and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether the California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Londoño will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of Monica Perlman, M.D., Inc. within one year of the date of this letter, as allowed by law.

LWDA

November 4, 2024

Page 7 of 7

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", written over a horizontal line.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Legal Department

c/o Monica Perlman, M.D., Inc., A Professional Medical Corporation

3900 5th Avenue, Suite 300

San Diego, CA 92103

Agent for Service of Process for Monica Perlman, M.D., Inc., A Professional Medical Corporation

EXHIBIT 2

October 27, 2025

BY U.S. MAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: Xochilt Garza adv. Monica Perlman, M.D., Inc., A Professional Medical Corporation dba Perlman Clinic
LWDA Case No. 1060026-24

Dear Representative:

We hereby amend our November 4, 2024, letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3. A true and correct copy of the November 4, 2024, letter is attached to this submission as **Exhibit A** for reference. We are amending this notice to remove Juan Londoño and to add Xochilt Garza as a named representative.

We have been retained to represent Xochilt Garza against Monica Perlman, M.D., Inc., A Professional Medical Corporation dba Perlman Clinic (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer or managing agent acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "Monica Perlman, M.D., Inc.").

Ms. Garza is pursuing her California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Ms. Garza may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Monica Perlman, M.D., Inc. is a California corporation located at 3900 5th Avenue, Suite 300, San Diego, CA 92103.

¹ Ms. Garza does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Ms. Garza will amend this notice when the true names and capacities are known. Ms. Garza is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Ms. Garza and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

LWDA

October 27, 2025

Page 2 of 7

Monica Perlman, M.D., Inc. employed Ms. Garza as an hourly-paid non-exempt employee within one year of the date of this letter in the State of California. Monica Perlman, M.D., Inc. directly controlled the wages, hours and/or working conditions of Ms. Garza's and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Ms. Garza may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of Monica Perlman, M.D., Inc. within the State of California.

Monica Perlman, M.D., Inc. failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly compensate minimum and overtime wages, failed to properly provide legally mandated meal and rest breaks or pay premium wages in lieu thereof, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in Labor Code violations as stated below.

Monica Perlman, M.D., Inc. has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay time-and-a-half or double-time overtime wages and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates.

During the relevant time period, Ms. Garza and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. Monica Perlman, M.D., Inc. failed to compensate Ms. Garza and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. Monica Perlman, M.D., Inc. also failed to include non-discretionary bonuses into Ms. Garza's and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Ms. Garza and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated 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 of employment.

During the relevant time period, Monica Perlman, M.D., Inc. failed to pay Ms. Garza and other aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at a non-exempt employee's regular rate of pay or at a rate calculated 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 of employment.

California Labor Code sections 226.7 and 512(a) require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided.

During the relevant time period, Monica Perlman, M.D., Inc. routinely required Ms. Garza and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with Monica Perlman, M.D., Inc.'s policies and expectations and fulfill orders. Monica Perlman, M.D., Inc. failed to provide coverage to Ms. Garza and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, Monica Perlman, M.D., Inc. failed to authorize and permit Ms. Garza and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, Monica Perlman, M.D., Inc. failed to compensate Ms. Garza and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven."

During the relevant time period, Monica Perlman, M.D., Inc. required Ms. Garza and other aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law."

During the relevant time period, Monica Perlman, M.D., Inc. required Ms. Garza and other aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

During the relevant time period, Monica Perlman, M.D., Inc. failed to pay Ms. Garza and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 202 and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

During the relevant time period, Monica Perlman, M.D., Inc. failed to pay Ms. Garza and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204, and is therefore liable under California Labor Code section 210.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees.

During the relevant time period, Monica Perlman, M.D., Inc. did not provide Ms. Garza and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Monica Perlman, M.D., Inc. were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Ms. Garza and other aggrieved employees, (2) total hours worked by Ms. Garza and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by aggrieved employees, (4) all deductions for Ms. Garza and other aggrieved employees, (5) net wages earned by Ms. Garza and other aggrieved employees, (6) the inclusive dates of the period for which aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by aggrieved employees.

California Labor Code section 558 allows recovery of penalties. Pursuant to the code, (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee.

During the relevant time period, Ms. Garza and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years.

During the relevant time period, Monica Perlman, M.D., Inc. failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Ms. Garza and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

During the relevant time period, Monica Perlman, M.D., Inc. did not provide Ms. Garza and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer.

During their employment, Ms. Garza and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Monica Perlman, M.D., Inc., including for using their personal cellular phones and vehicles for work-related purposes.

We believe that Ms. Garza and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether the California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Ms. Garza will seek these penalties on her own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of Monica Perlman, M.D., Inc. within one year of the date of this letter, as allowed by law.

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LWDA

October 27, 2025

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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", written over a horizontal line.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Legal Department

c/o Monica Perlman, M.D., Inc., A Professional Medical Corporation

3900 5th Avenue, Suite 300

San Diego, CA 92103

Agent for Service of Process for Monica Perlman, M.D., Inc., A Professional Medical Corporation

EXHIBIT A

November 4, 2024

BY U.S. MAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

**Re: Monica Perlman, M.D., Inc., A Professional Medical Corporation dba
Perlman Clinic adv. Garza**

Dear Representative:

We have been retained to represent Juan Londoño against Monica Perlman, M.D., Inc., A Professional Medical Corporation dba Perlman Clinic adv. Garza (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer or managing agent acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "Monica Perlman, M.D., Inc.").

Mr. Londoño is pursuing his California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Londoño may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Monica Perlman, M.D., Inc., A Professional Medical Corporation is a California corporation located at 3900 5th Avenue, Suite 300, San Diego, CA 92103.

Monica Perlman, M.D., Inc. employed Mr. Londoño as an hourly-paid non-exempt Referral Coordinator within one year of the date of this letter (until in or around March of 2024) in the State of California. Monica Perlman, M.D., Inc. directly controlled the wages, hours and/or working conditions of Mr. Londoño's and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

¹ Mr. Londoño does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Londoño will amend this notice when the true names and capacities are known. Mr. Londoño is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Londoño and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

The “aggrieved employees” that Mr. Londoño may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of Monica Perlman, M.D., Inc. within the State of California.

Monica Perlman, M.D., Inc. failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly compensate minimum and overtime wages, failed to properly provide legally mandated meal and rest breaks or pay premium wages in lieu thereof, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in Labor Code violations as stated below.

Monica Perlman, M.D., Inc. has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay time-and-a-half or double-time overtime wages and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Londoño and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. Monica Perlman, M.D., Inc. failed to compensate Mr. Londoño and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. Monica Perlman, M.D., Inc. also failed to include non-discretionary bonuses into Mr. Londoño’s and other aggrieved employees’ regular rate of pay for purposes of overtime compensation. Therefore, Mr. Londoño and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee’s regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated 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 of employment. During the relevant time period, Monica Perlman, M.D., Inc. failed to pay Mr. Londoño and other aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at a non-exempt employee’s regular rate of pay or at a rate calculated 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 of employment.

California Labor Code sections 226.7 and 512(a) require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, Monica Perlman, M.D., Inc. routinely required Mr. Londoño and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with Monica Perlman, M.D., Inc.'s policies and expectations and fulfill orders. Monica Perlman, M.D., Inc. failed to provide coverage to Mr. Londoño and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, Monica Perlman, M.D., Inc. failed to authorize and permit Mr. Londoño and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, Monica Perlman, M.D., Inc. failed to compensate Mr. Londoño and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." Monica Perlman, M.D., Inc. required Mr. Londoño and other aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." Monica Perlman, M.D., Inc. required Mr. Londoño and other aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, Monica Perlman, M.D., Inc. failed to pay Mr. Londoño and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 202 and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Monica Perlman, M.D., Inc. failed to pay Mr. Londoño and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204, and is therefore liable under California Labor Code section 210.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Monica Perlman, M.D., Inc. did not provide Mr. Londoño and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Monica Perlman, M.D., Inc. were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Londoño and other aggrieved employees, (2) total hours worked by Mr. Londoño and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by aggrieved employees, (4) all deductions for Mr. Londoño and other aggrieved employees, (5) net wages earned by Mr. Londoño and other aggrieved employees, (6) the inclusive dates of the period for which aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by aggrieved employees.

California Labor Code section 558 allows recovery of penalties. Pursuant to the code, (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Londoño and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Monica Perlman, M.D., Inc. failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Londoño and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Monica Perlman, M.D., Inc. did not provide Mr. Londoño and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer. During their employment, Mr. Londoño and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Monica Perlman, M.D., Inc., including for using their personal cellular phones and vehicles for work-related purposes.

We believe that Mr. Londoño and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether the California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Londoño will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of Monica Perlman, M.D., Inc. within one year of the date of this letter, as allowed by law.

LWDA

November 4, 2024

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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", written over a horizontal line.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Legal Department

c/o Monica Perlman, M.D., Inc., A Professional Medical Corporation

3900 5th Avenue, Suite 300

San Diego, CA 92103

Agent for Service of Process for Monica Perlman, M.D., Inc., A Professional Medical Corporation

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PROOF OF SERVICE
1013A(3) CCP

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 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103.

On January 12, 2026, I served the foregoing document described as

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES

on interested parties in this action by emailing a true and correct copy thereof to the email addresses as follows:

Shaun J. Voigt (svoigt@fisherphillips.com)
Ariella T. Onyeama (aonyeama@fisherphillips.com)
Carol Ibrahim (cibrahim@fisherphillips.com)
Karla Gonzalez (kpgonzalez@fisherphillips.com)
Nora Martinez (nmartinez@fisherphillips.com)
Cina Kim (cakim@fisherphillips.com)
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071

Attorney(s) for Defendant Monica Perlman, M.D., Inc., A Professional Medical Corporation

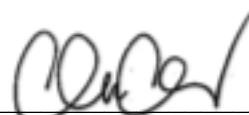
[X] BY ELECTRONIC SERVICE

The above-referenced document was transmitted to the addressee(s) at the e-mail addresses listed herein, which are their most recently known e-mail addresses or e-mail addresses of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

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

Executed on January 12, 2026, at Pasadena, California.



Christina Castro

**PROOF OF SERVICE
1013A(3) CCP**

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 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is ccastro@justicelawcorp.com

On January 22, 2026, I served the foregoing document described as

**FIRST AMENDED CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES**

for the following case: **Xochilt Garza v. Monica Perlman, M.D., Inc., A Professional Medical Corporation dba Perlman Clinic**
LWDA/Court Case No.: **LWDA Case No.: CM-1060026-24**
Court Case No.: 24CU006125C
San Diego County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on January 22, 2026, at Pasadena, California.



Christina Castro