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as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

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

VARDA WILSON THOMPSON, as an
Aggrieved Employee, and on behalf of all
other Aggrieved Employees under the Labor
Code Private Attorneys' General Act of 2004,

Plaintiff

v.

DISCOVERY PRACTICE MANAGEMENT,
INC., a California corporation doing business
as CASA PALMERA; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: **26STCV25026**

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

[Amount in Controversy Greater Than
\$35,000.00]

1 Plaintiff VARDA WILSON THOMPSON (“Plaintiff”), as an Aggrieved Employee, and on
2 behalf of all other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of
3 2004, alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against DISCOVERY
7 PRACTICE MANAGEMENT, INC., a California corporation, doing business as CASA
8 PALMERA and any of its respective subsidiaries or affiliated companies within the State of
9 California (“Discovery Practice Management”), (hereinafter, Discovery Practice Management,
10 collectively, with DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the
11 Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of
12 Plaintiff and all Aggrieved Employees that worked for Defendants during the PAGA Period.
13 Specifically, in connection with any alleged claims for failure to comply with Labor Code sections
14 200, 201, 202, 203, 204, 210, 226, 226.3, 227.3, 245, 246, 1198, and applicable Wage Orders,
15 Plaintiff seeks to represent all current and former employees that worked for Defendants during the
16 PAGA Period. On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt
17 current and former employees that worked for Defendants during the PAGA Period. Collectively,
18 these employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to
19 one year preceding the date notice was submitted to the LWDA, continuing past the date of notice
20 to the LWDA until judgement is entered.

21 **PARTIES**

22 2. Plaintiff VARDA WILSON THOMPSON is a resident of the State of California. At
23 all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that
24 Defendants employed Plaintiff as a non-exempt employee. Plaintiff worked as a Behavioral Health
25 Technician with duties that included, but were not limited to, overseeing patients that were detoxing
26 from drugs and alcohol, overseeing patients while taking medication, and providing a summary to
27 clinical staff, nurses, and doctors. Plaintiff is informed and believes, and based thereon alleges, that
28 Plaintiff VARDA WILSON THOMPSON worked for Defendants from approximately October of

1 2024 through approximately June of 2025.

2 3. Plaintiff is informed and believes and based thereon alleges that defendant Discovery
3 Practice Management is, and at all times relevant hereto was, a corporation existing under and by
4 virtue of the laws of the State of California and doing business in the County of Los Angeles, State
5 of California. At all relevant times herein, Discovery Practice Management employed Plaintiff and
6 Aggrieved Employees within the State of California.

7 4. The true names and capacities, whether individual, corporate, associate, or otherwise,
8 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
9 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
10 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
11 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
12 Plaintiff will seek leave of court to amend this complaint to reflect the true names and capacities of
13 the defendants designated hereinafter as DOES when such identities become known.

14 **JOINT LIABILITY ALLEGATIONS**

15 5. Plaintiff is informed and believes, and based thereon alleges, that each defendant
16 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
17 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
18 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
19 to "Defendants," it shall include Discovery Practice Management, and any of their parent,
20 subsidiary, or affiliated companies within the State of California, as well as DOES 1 through 100
21 identified herein.

22 6. Plaintiff is informed and believes and based thereon alleges that all the times
23 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
24 representative, joint venture or co-conspirator of each of the other defendants, either actually or
25 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
26 employment, joint venture, and conspiracy.

1 7. All of the acts and conduct described herein of each and every corporate defendant
2 was duly authorized, ordered, and directed by the respective and collective defendant corporate
3 employers, and the officers and management-level employees of said corporate employers. In
4 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
5 their said employees, agents, and representatives, and each of them; and upon completion of the
6 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
7 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
8 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
9 aforementioned corporate employees, agents and representatives.

10 8. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
11 thereon alleges that Defendants, and each of them, are joint employers.

12 **JURISDICTION**

13 9. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
14 of Civil Procedure section 410.10.

15 10. Venue is proper in Los Angeles County, California pursuant to Code of Civil
16 Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the
17 causes of action complained of herein arose; the county in which the employment relationship
18 began; the county in which performance of the employment contract, or part of it, between Plaintiff
19 and Defendants was due to be performed; the county in which the employment contract, or part of
20 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
21 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
22 and Aggrieved Employees in Los Angeles County, and Defendants employ Aggrieved Employees
23 in Los Angeles County.

24 **PAGA REPRESENTATIVE ALLEGATIONS**

25 11. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by
26 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein.
27 Accordingly, Plaintiff seeks to recover civil penalties under PAGA, plus reasonable attorneys’ fees
28 and costs, for Plaintiff and all other Aggrieved Employees of Defendants during the PAGA Period.

1 12. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
2 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
3 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
4 PAGA allegations described herein is not required.

5 13. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
6 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
7 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
8 PAGA Period.

9 14. Pursuant to Labor Code section 2699.3, on or around June 4, 2026, Plaintiff provided
10 written notice of Defendants' violation of various provisions of the Labor Code to the LWDA online
11 and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

12 15. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
13 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
14 calendar days of the PAGA Notice.

15 16. To the extent Defendants, or either of them, previously used the notice and cure
16 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
17 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
18 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
19 conference process pursuant to section 2699.3(f).

20 17. In the event that Defendants, or either of them, is/are determined to have satisfied
21 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
22 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
23 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

24 18. In the event that Defendants, or either of them, is/are determined to have, prior to
25 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
26 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all
27 provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to
28 section 2699(g)(1)-(3).

19. In the event that Defendants, or either of them is/are deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60) days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

20. In the event, the LWDA and/or a court issued a finding or determination to the Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or any of them, would be subject to heightened penalties pursuant to Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations as detailed herein was and is malicious, fraudulent, and/or oppressive. Thus, Defendants, or any of them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

FACTUAL ALLEGATIONS

21. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew, or should have known, that Plaintiff and Aggrieved Employees are entitled to receive wages for all time worked, including regular, overtime, and double times wages, and that Plaintiff and Aggrieved Employees were not receiving all wages owed for work that was required to be performed.

22. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime wages.

23. Upon information and belief, Defendants failed to accurately track and/or pay for all minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay. Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without limitation, by requiring Plaintiff and Aggrieved Employees to attend company

1 meetings off the clock; to make and/or receive phone calls and texts off the clock about patient care
2 and scheduling; and to provide patient care and tasks assigned by management when Plaintiff was
3 leaving work.

4 24. Moreover, upon information and belief, Defendants detrimentally rounded, edited
5 and/or manipulated time entries so the hours recorded were less than the hours actually worked. By
6 way of example, upon information and belief, when Plaintiff was unable to take a timely lunch
7 period, Defendants would later go back into the time keeping system to create a synthetic and
8 compliant lunch period.

9 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
11 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
12 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
13 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further
14 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
15 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
16 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
17 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
18 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

19 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
20 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
21 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
22 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
23 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
24 Aggrieved Employees lawful meal periods by, without limitation, by interrupting meal periods due
25 to short staffing; not providing timely meal periods; failing to provide first and second meal periods;
26 providing short meal periods, including without limitation, meal periods that were recorded for less
27 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer
28 but in practice were shorter than thirty minutes due to requiring that employees carry cellular

1 telephones and the work phone during meal periods; not permitting Plaintiff to leave the premises;
2 otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not
3 be auto-deducted by law or during which Plaintiff worked. Moreover, Plaintiff was often instructed
4 to clock out for a timely lunch, continue working with her patients and then clock back in once
5 thirty minutes had passed. Plaintiff and other Aggrieved Employees personally suffered these
6 violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that
7 Defendants violated Labor Code sections 512 and 1198 each day for each Aggrieved Employee
8 during the PAGA Period, and thus each Aggrieved Employee was owed one hour of premium pay
9 at their regular rate of pay for each day worked during the PAGA Period under Labor Code section
10 226.7. However, Plaintiff is informed and believes that those premium payments under Labor Code
11 section 226.7 were not made for these non-compliant meal periods, either at all or at the proper
12 regular rate of pay. Defendants would thus be liable for civil penalties pursuant to Labor Code
13 sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize
14 the taking of compliant meal periods and for failing to provide premium pay under Labor Code
15 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
16 informed and believes, and based thereon alleges, that Defendants' conduct that gave rise to such
17 violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable for
18 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

19 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
21 including, without limitation, work over four-hour periods (or major fractions thereof) without
22 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
23 and complete ten-minute rest periods in which the employees are completely relieved of all of their
24 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
25 rest periods by, without limitation, by failing to provide rest periods all together due to short staffing;
26 failing to provide rest periods that were at least ten minutes in length, including rest periods that
27 were shorter than ten minutes, or rest periods that may have encompassed a total of ten minutes but
28 were in practice less than ten uninterrupted minutes due to, without limitation, interrupting them to

1 assist patients; requiring that employees carry cellular telephones and the work phone during rest
2 periods; not providing rest periods in a timely fashion; not permitting Plaintiff to leave the premises;
3 and otherwise requiring on-duty/on-call rest periods.. Plaintiff and other Aggrieved Employees
4 personally suffered these violations. Consequently, Plaintiff is informed and believes, and based
5 thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each Aggrieved
6 Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour
7 of premium pay at their regular rate of pay for each day worked during the PAGA Period under
8 Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
9 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
10 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
11 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
12 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking
13 of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7,
14 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
15 and based thereon alleges, that Defendants' conduct above gave rise to such violations and was
16 malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties
17 pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 28. As a result of, among other things, Defendants' herein-described policy or practice
19 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
20 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
21 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
22 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
23 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
24 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
25 inclusive dates of the period for which the employee is paid; the name of the employee and only the
26 last four digits of their social security number or an employee identification number other than a
27 social security number; all deductions; all applicable hourly rates in effect during the pay period and
28 the corresponding number of hours worked at each hourly rate by the employee; the legal name and

1 address of the employer, and other such information as required by Labor Code section 226,
2 subdivision (a). Consequently, Plaintiff is informed and believes, and based thereon alleges, that
3 Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee
4 during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee personally suffered
5 these violations and was owed penalties under Labor Code section 226 for each pay period worked
6 during the PAGA Period. Plaintiff is informed and believes that those penalties under Labor Code
7 section 226 were not paid for these violations of Labor Code section 226. Defendants would thus
8 be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699, or
9 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
10 and based thereon alleges, that Defendants' conduct above gave rise to such violations and was
11 malicious, fraudulent, or oppressive. Thus, Defendants would further be liable for civil penalties
12 pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
14 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
15 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
16 failing to pay all overtime wages owed; all minimum wages; all premium pay owed; vacation pay
17 and paid time off, as set forth above, among other things. Consequently, Plaintiff is informed and
18 believes, and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203,
19 and 1198 each pay period for each Aggrieved Employee during the PAGA Period, and thus Plaintiff
20 and each Aggrieved Employee personally suffered these violations and was owed penalties under
21 Labor Code section 203 for each pay period worked during the PAGA Period. However, Plaintiff
22 is informed and believes that those penalties under Labor Code section 203 were not made for these
23 violations of Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil
24 penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections
25 2699(e)(1) and 2699(j). Plaintiff is further informed and believes, and based thereon alleges, that
26 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
27 oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor Code
28 section 2699(f)(2)(B)(ii).

1 30. Plaintiff is informed and believes, and based thereon alleges that Defendants also
2 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
3 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for costs associated
4 with their PPE or uniforms, including cleaning costs due to the constant exposure to germs and
5 fluids that comes with the healthcare profession. Defendants also failed to provide adequate
6 reimbursement to Plaintiff and Aggrieved Employees when they were required to use their personal
7 cell phones for work purposes including for timekeeping, scheduling, and patient supervision.
8 Additionally, Plaintiff and other Aggrieved Employees, were not reimbursed for their costs incurred
9 for driving personal vehicles (*i.e.*, mileage and gas) to run errands such as pharmacy prescription
10 pickups, in direct consequence of the discharge of their duties, or of their obedience to the directions
11 of Defendants, as required by Labor Code sections 1198, 2800, 2802, and other statutory and
12 common law offenses. As a result, Plaintiff and other Aggrieved Employees have personally
13 suffered these violations and Defendants are liable to reimburse Plaintiff and other Aggrieved
14 Employees for these costs incurred in furtherance of work duties. Defendants would thus be liable
15 for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under
16 sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
17 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
18 or oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor
19 Code section 2699(f)(2)(B)(ii).

20 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
21 and have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid
22 time off and vacation time owed upon separation of employment as wages at their final rate of pay
23 in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Plaintiff and other
24 Aggrieved Employees have personally suffered these violations and Defendants would be liable for
25 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
26 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and
27 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
28

1 was malicious, fraudulent, or oppressive. Therefore, Defendants would further be liable for civil
2 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 32. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
4 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
5 Labor Code Section 204, which requires that: “[l]abor performed between the 1st and 15th days,
6 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
7 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
8 any calendar month, shall be paid for between the 1st and 10th day of the following month.” Plaintiff
9 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
10 and other Aggrieved Employees all wages owed every day and every workweek in accordance with
11 Labor Code sections 204 and 1198. Plaintiff is informed and believes, and based thereon alleges,
12 that Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees
13 have personally suffered these violations. As such, Defendants would be liable for civil penalties
14 pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections
15 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that
16 Defendants’ conduct above gave rise to such violations and was malicious, fraudulent, or
17 oppressive. Therefore, Defendants would further be liable for civil penalties pursuant to Labor Code
18 section 2699(f)(2)(B)(ii).

19 33. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
20 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
21 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
22 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
23 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
24 the sick pay was not provided at the proper regular of pay as required under California law due to
25 failure to properly calculate the regular rate. Plaintiff is additionally informed and believes that the
26 notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory
27 payroll or workplace injury reporting. Plaintiff is thus informed and believes that Defendants
28 violated these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and

1 other Aggrieved Employees have personally suffered violations under these sections and
2 Defendants would be liable for civil penalties for violation of the paid sick leave regulations under
3 Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and
4 reasonable attorneys' fees and costs. Plaintiff further informed and believes, and based thereon
5 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
6 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
7 2699(f)(2)(B)(ii).

8 34. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
9 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
10 statements and similar payroll documents under Labor Code section 226, documents signed to
11 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
12 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
13 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff
14 and the Aggrieved Employees personally suffered these violations, which in turn would entitle
15 Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and
16 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
17 1174.5, and 2699. Plaintiff further informed and believes, and based thereon alleges, that
18 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
19 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
20 2699(f)(2)(B)(ii).

21 35. Plaintiff is further informed and believes, and based thereon alleges that Defendants
22 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
23 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
24 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
25 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
26 payday designated by Defendants; the name of the employer, including any "doing business as"
27 names used by the employer; the physical address of the employer's main office and the telephone
28 number of the employer; the name, address and telephone number of the workers' compensation

1 insurance carrier; information regarding paid sick leave; and other pertinent information required to
2 be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that
3 Defendants' failure to provide such information, including rates of pay that are in effect, has
4 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate
5 minimum wage and overtime wage laws in California. Plaintiff is informed and believes that
6 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved
7 Employees personally suffered these violations. Plaintiff is further informed and believes, and based
8 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
9 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
10 connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and
11 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
12 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 36. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
14 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
15 the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
16 Employees pursuant to PAGA.

17 **FIRST AND ONLY CAUSE OF ACTION**

18 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

19 37. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
20 preceding paragraphs as though fully set forth hereat.

21 **Civil Penalties Under Labor Code § 210**

22 38. At all relevant times herein, Labor Code section 204, requires and required that:
23 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
24 between the 16th and 26th day of the month during which the labor was performed, and labor
25 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
26 between the 1st and 10th day of the following month.”

27 39. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
28 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this

1 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
2 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
3 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
4 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
5 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

6 40. At all relevant times herein, Defendants have had a consistent policy or practice of
7 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
8 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
9 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
10 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
11 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
12 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
13 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
14 violation in connection with each payment that was made in violation of Labor Code section 204.

15 Civil Penalties Under Labor Code § 226.3

16 41. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
17 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
18 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
19 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
20 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

21 42. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
22 this section are in addition to any other penalty provided by law.”

23 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
24 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
25 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements
26 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
27 address of each employer with whom they have been placed to work; all applicable hourly rates in
28 effect during the pay period and the corresponding number of hours worked at each hourly rate; the

1 legal name of the employer; and other such information as required by Labor Code section 226,
2 subdivision (a).

3 44. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
4 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
5 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
6 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
7 period for each subsequent violation.

8 Violation of Labor Code § 558

9 45. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
10 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
11 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
12 penalty as follows:

13 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
14 pay period for which the employee was underpaid in addition to an amount sufficient
15 to recover underpaid wages;

16 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
17 employee for each pay period for which the employee was underpaid in addition to
18 an amount sufficient to recover underpaid wages;

19 (3) Wages recovered pursuant to this section shall be paid to the affected employee."

20 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
21 each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders
22 regulating wages, hours and days of work described herein, including but not limited to Labor Code
23 sections 201-204, 223, 226.7, 510, 511, 512, 551, 552, 1182.12, 1194, 1197, 1198, and 2802.

24 47. As a direct and proximate result of the herein-described Labor Code violations,
25 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
26 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
27 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
28 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

Violation of Labor Code § 1174.5

48. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required every person employing labor in California to “[a]llow any member of the commission or the employees of the Division of Labor Standards Enforcement free access to the place of business or employment of the person to secure any information or make any investigation that they are authorized by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the person.”

49. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required every person employing labor in California to “[k]eep a record showing the names and addresses of all employees employed and the ages of all minors.”

50. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required every person employing labor in California to “[k]eep, 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 applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

51. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

52. Plaintiff is informed and believes, and based thereon alleges, that Defendants have willfully failed to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment

1 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
2 under Labor Code section 1174.

3 53. As a direct and proximate result of the herein-described Labor Code violations,
4 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
5 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
6 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

7 Violation of Labor Code § 1197.1

8 54. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
9 person acting either individually or as an officer, agent, or employee of another person, who pays
10 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
11 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
12 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
13 Section 203 as follows:

14 (1) For any initial violation that is intentionally committed, one hundred dollars
15 (\$100) for each underpaid employee for each pay period for which the
16 employee is underpaid. This amount shall be in addition to an amount
17 sufficient to recover underpaid wages, liquidated damages pursuant to Section
18 1194.2, and any applicable penalties imposed pursuant to Section 203.

19 (2) For each subsequent violation for the same specific offense, two hundred fifty
20 dollars (\$250) for each underpaid employee for each pay period for which the
21 employee is underpaid regardless of whether the initial violation is
22 intentionally committed. This amount shall be in addition to an amount
23 sufficient to recover underpaid wages, liquidated damages pursuant to Section
24 1194.2, and any applicable penalties imposed pursuant to Section 203.

25 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
26 Section 203, recovered pursuant to this section shall be paid to the affected
27 employee."

28 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused

1 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants
2 routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiff and
3 Aggrieved Employees at the proper rates of pay, as described above.

4 56. As a direct and proximate result of the herein-described Labor Code violations,
5 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
6 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of one
7 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
8 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
9 subsequent violation.

10 Civil Penalties Under Labor Code § 2699

11 57. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
12 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
13 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
14 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
15 action brought by an Aggrieved Employee on behalf of himself or herself and other current or former
16 employees pursuant to the procedures specified in Labor Code section 2699.3.

17 58. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
18 each of them, violated the Labor Code sections described in the preceding paragraphs.

19 59. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one
20 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
21 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
22 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

23 60. Moreover, Plaintiff and other Aggrieved Employees within the State of California
24 whom Plaintiff seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
25 connection with their herein-described claims for civil penalties.

1 **PRAYER**

2 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
3 judgment against Defendants as follows:

- 4 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
5 1174.5, 1197.1, and 2699;
- 6 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
7 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 8 C. For equitable, including, without limitation, injunctive relief;
- 9 C. Pre-judgment and post-judgment interest;
- 10 D. For costs of suit incurred herein; and
- 11 E. Such other and further relief as the Court deems just and proper.

12 Dated: August 6, 2026

BIBIYAN LAW GROUP, P.C.

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14 BY: /s/ Gayane Ghandilyan

15 GAYANE GHANDILYAN

16 Attorneys for Plaintiff VARDA WILSON
17 THOMPSON and on behalf of all other
18 Aggrieved Employees
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