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Superior Court of California,
County of Alameda

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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

KEHLILAH BASS, on behalf of the State of
California and Aggrieved Employees,

Plaintiff,

vs.

AYA HEALTHCARE, INC.; AYA
HEALTHCARE SERVICES, INC.; AYA
HEALTHCARE LOCAL, LLC,

Defendant(s).

Case No. **26CV206060**

**COMPLAINT FOR PENALTIES
PURSUANT TO SECTIONS 2699(a) AND (f)
OF THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Plaintiff Kehlilah Bass (“Plaintiff”) on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Defendants Aya Healthcare, Inc.
5 (“Aya”), Aya Healthcare Services Inc. (“Aya Services”), and Aya Healthcare Local LLC (“Aya
6 Local”) (collectively, “Defendants”) on behalf of the State of California to collect penalties as a
7 result of Defendants’ systematic violations of California labor law with respect to Defendants’ non-
8 exempt hourly workers in the State of California (the “Aggrieved Employees”).

9 2. Plaintiff and Aggrieved Employees are current and former workers employed by
10 Defendants in California.

11 3. Plaintiff challenges Defendants’ policies and practices of: (1) failing to pay Plaintiff
12 and Aggrieved Employees all hours worked, including minimum wages and overtime wages; (2)
13 failing to provide Plaintiff and Aggrieved Employees with compliant meal and rest breaks; (3)
14 unlawful deductions made to Plaintiff and Aggrieved Employees; (4) failing to provide Plaintiff and
15 Aggrieved Employees with accurate, itemized wage statements; and (5) failing to timely pay
16 Plaintiff and Aggrieved Employees earned wages at separation.

17 4. Plaintiff, on behalf of the State of California, seeks to recover penalties, injunctive
18 relief, and reasonable attorneys’ fees for these violations pursuant to Sections 2699(a) and (f) of the
19 California Labor Code Private Attorneys General Act (“PAGA”).

20 **PARTIES**

21 5. Plaintiff and Aggrieved Employees are all current and former non-exempt hourly
22 employees of Defendants in the State of California.

23 6. Plaintiff is an individual over the age of eighteen and, at all times relevant to this
24 Complaint, was a resident of the State of California.

25 7. Plaintiff worked for Defendants as a Certified Nursing Assistant (“CNA”) in
26 California from approximately November 5, 2024, to July 3, 2025.

27 8. Plaintiff is informed, believes, and based thereon, alleges that Defendant Aya
28 Healthcare, Inc. is a Delaware corporation with its principal place of business located in San Diego,

1 California, and is registered to do business in California. Defendant Aya may be served with process
2 by serving its registered agent, CSC Lawyers Incorporating Service, 2710 Gateway Oaks Dr.,
3 Sacramento, California 95833.

4 9. Plaintiff is informed, believes, and based thereon, alleges that Defendant Aya
5 Healthcare Services Inc. is a Delaware corporation with its principal place of business located in
6 San Diego, California, and is registered to do business in California. Defendant Aya Services may
7 be served with process by serving its registered agent, CSC Lawyers Incorporating Service, 2710
8 Gateway Oaks Dr., Sacramento, California 95833.

9 10. Plaintiff is informed, believes, and based thereon, alleges that Defendants Aya
10 Healthcare Local LLC is a California limited liability company with its principal place of business
11 located in San Diego, California, and is registered to do business in California. Defendant Aya Local
12 may be served with process by serving its registered agent, CSC Lawyers Incorporating Service,
13 2710 Gateway Oaks Dr., Sacramento, California 95833.

14 11. Plaintiff is informed, believes, and based thereon, alleges that in California,
15 Defendants act as an intermediary between healthcare facilities needing staff and clinicians by
16 providing both staffing services and technology solutions.

17 12. Plaintiff is informed, believes, and thereon alleges that Defendants employ and/or
18 employed Plaintiff and Aggrieved Employees because Defendants, directly or indirectly, controls
19 the employment terms, including pay practices of Plaintiff and Aggrieved Employees.

20 13. Plaintiff is informed, believes, and thereon alleges that each and every one of the acts
21 and omissions alleged herein were performed by, and/or attributable to, Defendants, acting through
22 their agents and/or employees, and that said acts and failures to act were within the course and scope
23 of said agency, employment, and/or direction and control.

24 14. Plaintiff is informed, believes, and thereon alleges, that Defendants, in some manner,
25 intentionally, negligently, or otherwise are responsible for the acts, omissions, occurrences, and
26 transactions alleged herein.

27 15. At all material times, Defendants have done business under the laws of California,
28 have places of business in California, including in the jurisdiction of this court, and have employed

1 Aggrieved Employees in this County and elsewhere in California. Defendants are a “person” as
2 defined in Cal. Lab. Code § 18 and “employer” as that term is used in the California Labor Code,
3 the IWC Wage Orders regulating wages, hours, and working conditions, and the Cal. Bus. & Prof.
4 Code § 17201.

5 **JURISDICTION AND VENUE**

6 16. Venue is proper in this County pursuant to Cal. Code Civ. Proc. § 393 and/or § 395.5.
7 Defendants conduct business and employ Plaintiff and Aggrieved Employees in the County, and as
8 a result, the causes of action asserted arose in whole or in part in the County.

9 17. This Court has jurisdiction over Plaintiff’s claims pursuant to the Cal. Lab. Code and
10 the applicable IWC Wage Orders. The Court also has jurisdiction over Defendants because they are
11 a corporation authorized to do business in the State of California, and because, in fact, do business
12 and employ workers in the State of California.

13 **FACTUAL ALLEGATIONS**

14 18. Defendants are a large healthcare staffing and talent software company that places
15 healthcare professionals, such as nurses and allied health workers, in temporary or permanent
16 positions.

17 19. Plaintiff Kehlilah Bass worked for Defendants as a non-exempt hourly employee
18 from approximately November 5, 2024 to July 5, 2025.

19 20. On average, Plaintiff was scheduled to work approximately 12 hours in a day and
20 approximately 36 hours per week. Plaintiff and Aggrieved Employees regularly work in excess of
21 eight (8) hours per day and/or forty (40) hours per week.

22 21. Plaintiff is informed, believes, and thereon alleges that Defendants employ and have
23 employed hundreds of hourly, non-exempt workers in California.

24 22. Aggrieved Employees perform their jobs under Defendants’ supervision using
25 materials and technology approved and supplied by Defendants.

26 23. Aggrieved Employees are required to follow and abide by Defendants’ common
27 work, time, and pay policies and procedures in the performance of their jobs.

28 24. At the end of each pay period, Aggrieved Employees receive wages from Defendants

1 that are determined by common systems and methods that Defendants select and control.

2 25. Plaintiff is informed, believes, and thereon alleges that Defendants' policies and
3 practices at all relevant times have been similar for Plaintiff and Aggrieved Employees, regardless
4 of location in California. Upon information and belief, Aggrieved Employees also worked more
5 than eight (8) hours per day and/or more than forty (40) hours in at least one workweek during the
6 one year before this Complaint was filed.

7 26. Defendants deny Plaintiff and Aggrieved Employees proper compensation for all
8 hours worked, including minimum wages and overtime wages.

9 27. Defendants provide Plaintiff and Aggrieved Employees with Assignment Offers
10 setting forth the terms and conditions of each assignment, including assignment dates and locations,
11 hourly rates, per diem, and housing information. On December 27, 2024, Defendants issued Plaintiff
12 an Assignment Offer for an assignment scheduled from January 13, 2025, through January 16, 2025,
13 which provided for compensation at an hourly rate of \$51.00 and \$76.50 per hour for overtime
14 hours. Plaintiff accepted the Assignment Offer by electronically signing it on December 29, 2024,
15 thereby forming an agreement regarding the terms of the assignment, including the agreed-upon rate
16 of pay. Plaintiff thereafter performed work pursuant to the Assignment Offer. Despite the parties'
17 agreement, Defendants failed to compensate Plaintiff at the promised rate and instead paid Plaintiff
18 only \$30.00 per hour during the applicable pay period and \$45.00 per hour for overtime hours
19 worked. By failing to pay Plaintiff in accordance with the agreed-upon compensation terms,
20 Defendants underpaid Plaintiff for all hours worked under the assignment.

21 28. When Plaintiff and Aggrieved Employees work holidays, Defendants pay a higher
22 hourly rate. For example, when Plaintiff's hourly rate of pay was \$30.00, she was paid \$45.00 per
23 hour, whenever she worked a holiday. However, on holiday shifts, Defendants did not pay Plaintiff
24 1.5 times her higher hourly rate of pay for hours worked over eight hours. For example, for the pay
25 period starting on September 1, 2024 to September 7, 2024, Plaintiff worked one holiday shift of
26 11.00 hours. Defendants paid Plaintiff the same \$45.00 hourly rate for the full 11.00 hours.

27 29. Furthermore, Defendants did not account for this higher hourly rate when calculating
28 Plaintiff and Aggrieved Employees' regular rate of pay for purpose of paying overtime. Rather,

1 Defendants pay Plaintiff and Aggrieved Employees overtime at the rate of 1.5 times their usual
2 hourly rate of pay.

3 30. Additionally, Defendants pay Plaintiff and Aggrieved Employees nondiscretionary
4 bonuses in the form of, *inter alia*, discounts to restaurants, gyms, travel, auto, apparel, and
5 electronics. However, Defendants do not account for the dollar value of these nondiscretionary
6 bonuses when determining Plaintiff and Aggrieved Employees' regular rate of pay for purpose of
7 paying overtime wages. Defendants only calculate Plaintiff and Aggrieved Employees' regular rate
8 at 1.5 times their usual hourly rate. As a result, Defendants unlawfully underpay overtime wages at
9 the requisite rate of pay.

10 31. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful policies,
11 practices, and procedures described herein are not limited to Plaintiff, but regularly apply to
12 Aggrieved Employees, who likewise experienced the same or substantially similar Labor Code
13 violations.

14 32. As a result of these policies and/or practices, Plaintiff and Aggrieved Employees are
15 not paid for all hours worked and they do not receive overtime compensation for overtime hours
16 worked at the correct rate of pay in violation of Cal. Lab. Code section 1194 and Wage Order 5.

17 33. Defendants regularly deny and fail to provide Plaintiff and Aggrieved Employees
18 with compliant 30-minute uninterrupted meal periods before the end of the fifth hour of work.
19 Defendants' policies, practices, and procedures prevent Plaintiff and Aggrieved Employees from
20 taking their meal period prior to the end of their fifth hour of work. Plaintiff's meal periods were
21 routinely after her fifth hour of work and/or skipped. Defendants schedule 30-minute meal periods
22 by prioritizing full-time employees first, while registry employees, such as Plaintiff and Aggrieved
23 Employees, are scheduled afterward, resulting in delayed and untimely meal breaks for Plaintiff and
24 Aggrieved Employees. Plaintiff would either take an untimely meal period or was unable to take a
25 meal period three (3) to four (4) times a week.

26 34. Despite working over 10-hours per shift, Plaintiff and Aggrieved Employees are not
27 provided with uninterrupted, off-duty, 30-minute meal periods before the end of the tenth hour of
28 work. Plaintiff and Aggrieved Employees are not provided with the opportunity to take a second

1 meal period. Rather, Defendants schedule Plaintiff and Aggrieved Employees to work through their
2 tenth hour of work without a meal period. When Plaintiff and Aggrieved Employees attempt to take
3 a second meal period, Defendants frequently require them to remain on duty and perform work-
4 related tasks, including urgent assignments, thereby interrupting and preventing compliant second
5 meal periods.

6 35. Defendants do not provide Plaintiff and Aggrieved Employees with premium pay for
7 these non-compliant meal periods.

8 36. For the same or similar reasons, Defendants also do not provide Plaintiff and
9 Aggrieved Employees with compliant rest periods for which Plaintiff and Aggrieved Employees
10 similarly did not receive premium pay.

11 37. Defendants' failure to pay for all hours worked, including overtime wages, and failure
12 to provide compliant meal and rest breaks also result in a failure to provide Aggrieved Employees,
13 including Plaintiff, accurate itemized wage statements as required by California law. The wage
14 statements Defendants provide are not accurate because they do not reflect payment for all hours
15 worked, overtime wages, and premium pay for non-compliant meal breaks and rest breaks paid
16 and/or owed to Plaintiff and Aggrieved Employees.

17 38. Defendants do not provide Plaintiff and Aggrieved Employees who are former
18 employees of Defendants with full payment of all wages owed upon separation from employment.
19 Defendants fail to provide Plaintiff and Aggrieved Employees with all earned wages, including
20 earned wages, overtime wages, and premium wages for missed or noncompliant meal and rest
21 periods, within the required time period. As a result, and pursuant to the California Labor Code,
22 Defendants are subject to waiting time penalties.

23 39. Plaintiff is informed, believes, and thereon allege that Defendants knew or should
24 have known that Plaintiff and Aggrieved Employees regularly do not receive timely and compliant
25 meal and rest breaks, premium pay for overtime and missed or non-compliant breaks, payment for
26 all hours worked, or accurate wage statements, and that Defendants do not timely pay all final
27 wages. Thus, Defendants' denial of wages, compliant meal and rest periods and related premium
28 pay, failure to provide complete and accurate wage statements, and failure to timely pay all final

1 wages is and/or was deliberate and willful.

2 40. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful conduct
3 has been widespread, repeated, and consistent as to Aggrieved Employees and throughout
4 Defendants' operations in the State of California. All violations alleged herein are continuing and
5 ongoing.

6 **FIRST CAUSE OF ACTION**

7 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

8 **Failure to Pay All Hours Worked**

9 **(On Behalf of the State of California and Aggrieved Employees)**

10 41. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
11 herein.

12 42. Cal. Lab. Code § 2699(f) provides:

13 For all provisions of this code except those for which a civil penalty is specifically
14 provided, there is established a civil penalty for a violation of these provisions, as
15 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
16 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
17 employee per pay period. . . (B) The civil penalty is two hundred dollars (\$200) for
18 each aggrieved employee per pay period if either of the following are met: (i) Within
19 the five years preceding the alleged violation, the agency or any court issued a finding
20 or determination to the employer that its policy or practice giving rise to the violation
21 was unlawful. (ii) The court determines that the employer's conduct giving rise to the
22 violation was malicious, fraudulent, or oppressive.

23 43. Cal. Lab. Code § 200 defines wages as "all amounts for labor performed by
24 employees of every description, whether the amount is fixed or ascertained by the standard of time,
25 task, piece, commission basis or method of calculation."

26 44. Under Cal. Lab. Code §§ 1194, and 1197, employers are required to pay employees
27 at least the minimum straight-time hourly wage for all hours worked, including but not limited to,
28 time spent performing pre-shift duties, post-shift duties, time spent working during unpaid meal
and/or rest periods, and any other hours employees required or permitted employees to work.

45. Cal. Lab. Code § 1194 entitles employees to recover unpaid straight time wages for
work performed that goes unpaid.

46. Cal. Lab. Code § 1197 prohibits employers from paying wages below the applicable

1 minimum wage for all hours worked.

2 47. During the relevant time period, Defendants maintain policies and practices that result
3 in Plaintiff and Aggrieved Employees not being paid for all hours worked.

4 48. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in
5 which Plaintiff and an Aggrieved Employee were aggrieved, in the amounts established by those
6 sections, including but not limited to penalties under Cal. Lab. Code § 210. Plaintiff seeks penalties
7 pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal.
8 Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ §§ 1194, 1197, 1197.1, and
9 IWC Wage Order 5-2001, and any other violation alleged herein which does not carry penalties
10 under Cal. Lab. Code § 2699(a), for Defendants' failure to pay straight time wages.

11 49. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 15, 2026, Plaintiff
12 provided the Labor and Workforce Development Agency ("LWDA") with notice of her intention to
13 file this claim. On this same date, Plaintiff mailed Defendants a copy of such notice via certified
14 mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff
15 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
16 Code § 2699.3(a).

17 50. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
18 Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

19 51. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
20 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys'
21 fees and costs as set forth below.

22 52. Wherefore, Plaintiff requests relief as hereinafter provided.

23 **SECOND CAUSE OF ACTION**

24 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

25 **Failure to Pay Overtime Premiums**

26 **(On Behalf of the State of California and Aggrieved Employees)**

27 53. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
28 herein.

1 54. Cal. Lab. Code § 2699(f) provides:

2 For all provisions of this code except those for which a civil penalty is specifically
3 provided, there is established a civil penalty for a violation of these provisions, as
4 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
5 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
6 employee per pay period. . . (B) The civil penalty is two hundred dollars (\$200) for
7 each aggrieved employee per pay period if either of the following are met:(i) Within
8 the five years preceding the alleged violation, the agency or any court issued a finding
9 or determination to the employer that its policy or practice giving rise to the violation
10 was unlawful. (ii) The court determines that the employer's conduct giving rise to the
11 violation was malicious, fraudulent, or oppressive.

12 55. Cal. Lab. Code § 510 provides, in relevant part:

13 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
14 one workday and any work in excess of 40 hours in any one workweek and the first
15 eight hours worked on the seventh day of work in any one workweek shall be
16 compensated at the rate of no less than one and one-half times the regular rate of pay
17 for an employee. Any work in excess of 12 hours in one day shall be compensated at
18 the rate of no less than twice the regular rate of pay for an employee. In addition, any
19 work in excess of eight hours on any seventh day of a workweek shall be compensated
20 at the rate of no less than twice the regular rate of pay of an employee. Nothing in this
21 section requires an employer to combine more than one rate of overtime compensation
22 in order to calculate the amount to be paid to an employee for any hour of overtime
23 work.

24 56. Cal. Lab. Code § 1194 provides, in relevant part:

25 Notwithstanding any agreement to work for a lesser wage, any employee receiving
26 less than the legal minimum wage or the legal overtime compensation applicable to
27 the employee is entitled to recover in a civil action the unpaid balance of the full
28 amount of this minimum wage or overtime compensation, including interest thereon,
reasonable attorney's fees, and costs of suit.

29 57. Plaintiff and Aggrieved Employees work overtime hours for Defendants without
30 being paid all wages and overtime premiums in violation of the Cal. Lab. Code, the applicable IWC
31 Wage Orders, and other applicable law.

32 58. Defendants regularly require Plaintiff and Aggrieved Employees to work overtime
33 but fail to properly calculate and pay overtime and double time wages by excluding per diem
34 payments when determining what the overtime and double time rates should be for Plaintiff and
35 Aggrieved Employees.

36 59. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.
37 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay
38 period in which Plaintiff and an Aggrieved Employees were aggrieved, in the amounts established

1 by Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for
2 Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not
3 limited to, Cal. Lab. Code §§ 510 1194, 1198, IWC Wage Order 5-2001, and any other violation
4 alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

5 60. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 15, 2026, Plaintiff
6 provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to
7 file this claim. On this same date, Plaintiff mailed Defendants a copy of such notice via certified
8 mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff
9 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
10 Code § 2699.3(a).

11 61. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
12 Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

13 62. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
14 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’
15 fees and costs as set forth below.

16 63. Wherefore, Plaintiff requests relief as hereinafter provided.

17 **THIRD CAUSE OF ACTION**

18 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

19 **Failure to Provide Meal Periods**

20 **(On Behalf of the State of California and Aggrieved Employees)**

21 64. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
22 herein.

23 65. Cal. Lab. Code § 2699(f) provides:

24 For all provisions of this code except those for which a civil penalty is specifically
25 provided, there is established a civil penalty for a violation of these provisions, as
26 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
27 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
28 employee per pay period. . . (B) The civil penalty is two hundred dollars (\$200) for
each aggrieved employee per pay period if either of the following are met: (i) Within
the five years preceding the alleged violation, the agency or any court issued a finding
or determination to the employer that its policy or practice giving rise to the violation
was unlawful. (ii) The court determines that the employer’s conduct giving rise to the
violation was malicious, fraudulent, or oppressive.

1 66. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by
2 employees of every description, whether the amount is fixed or ascertained by the standard of time,
3 task, piece, commission basis or method of calculation.”

4 67. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 5-2001 require Defendants to
5 authorize, permit, and/or make available timely and compliant meal periods to their employees. Cal.
6 Lab. Code §§ 226.7 and 512 and IWC Wage Order 5-2001 prohibit employers from employing an
7 employee for more than five (5) hours without a meal period of not less than thirty (30) minutes,
8 and from employing an employee more than ten (10) hours per day without providing the employee
9 with a second meal period of not less than thirty (30) minutes.

10 68. Despite these requirements, Defendants knowingly and willfully refuse to perform
11 their obligation to provide or make available to Plaintiff and Aggrieved Employees the ability to
12 take the off-duty meal periods to which they are entitled.

13 69. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.
14 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay
15 period in which Plaintiff and Aggrieved Employees were aggrieved, in the amounts established by
16 Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff
17 and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to,
18 Cal. Lab. Code §§ 226.7, 512, 1198, IWC Wage Order 5-2001, and any other violation alleged herein
19 which does not carry penalties under Cal. Lab. Code § 2699(a).

20 70. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 15, 2026, Plaintiff
21 provided the LWDA with notice of her intention to file this claim. On this same date, Plaintiff mailed
22 Defendants a copy of such notice via certified mail. At least sixty-five calendar days have passed
23 without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence
24 this civil action in compliance with Cal. Lab. Code § 2699.3(a).

25 71. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
26 Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

27 72. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
28 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’

1 fees and costs as set forth below.

2 73. Wherefore, Plaintiff requests relief as hereinafter provided.

3 **FOURTH CAUSE OF ACTION**

4 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

5 **Failure to Provide Rest Periods**

6 **(On Behalf of the State of California and Aggrieved Employees)**

7 74. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
8 herein.

9 75. Cal. Lab. Code § 2699(f) provides:

10 For all provisions of this code except those for which a civil penalty is specifically
11 provided, there is established a civil penalty for a violation of these provisions, as
12 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
13 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
14 employee per pay period. . . (B) The civil penalty is two hundred dollars (\$200) for
15 each aggrieved employee per pay period if either of the following are met: (i) Within
16 the five years preceding the alleged violation, the agency or any court issued a finding
17 or determination to the employer that its policy or practice giving rise to the violation
18 was unlawful. (ii) The court determines that the employer's conduct giving rise to the
19 violation was malicious, fraudulent, or oppressive.

15 76. Cal. Lab. Code § 2699(f) provides:

16 77. Cal. Lab. Code § 200 defines wages as "all amounts for labor performed by
17 employees of every description, whether the amount is fixed or ascertained by the standard of time,
18 task, piece, commission basis or method of calculation."

19 78. Cal. Lab. Code §§ 226.7 and the applicable Wage Order require employers to
20 authorize and permit non-exempt workers to take ten minutes of net rest time per four (4) hours or
21 major fraction thereof of work, and to pay non-exempt workers their full wages during those rest
22 periods.

23 79. Under Cal. Lab. Code § 226.7(b) an employer must pay an employee denied a
24 required rest period is required to pay one hour of pay at the employee's regular rate of compensation
25 for each workday that the rest period was not authorized and permitted and/or not made available.

26 80. Despite these requirements, Defendants knowingly and willfully refuses to perform
27 their obligation to provide or make available to Plaintiff and Aggrieved Employees the ability to
28

1 take the rest breaks to which they are entitled. Plaintiff and Aggrieved Employees are unable to take
2 compliant rest periods because Defendants do not allow Plaintiff and Aggrieved Employees to take
3 rest periods due to workload demands that required Plaintiff and Aggrieved Employees to continue
4 assisting Defendants' patients, coworkers, and attending to Defendants' calls and supervisor calls.
5 When Plaintiff attempts to take a rest period, such rest periods were interrupted or cut short for her
6 to continue assisting patients and/or employees of the Defendants.

7 81. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.
8 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay
9 period in which Plaintiff and Aggrieved Employees were aggrieved, in the amounts established by
10 Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff
11 and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to,
12 Cal. Lab. Code §§ 226.7, 512, 1198, IWC Wage Order 5-2001, and any other violation alleged herein
13 which does not carry penalties under Cal. Lab. Code § 2699(a).

14 82. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 15, 2026, Plaintiff
15 provided the LWDA with notice of her intention to file this claim. On this same date, Plaintiff mailed
16 Defendants a copy of such notice via certified mail. At least sixty-five calendar days have passed
17 without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence
18 this civil action in compliance with Cal. Lab. Code § 2699.3(a).

19 83. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
20 Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

21 84. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
22 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys'
23 fees and costs as set forth below.

24 85. Wherefore, Plaintiff requests relief as hereinafter provided.

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1 **FIFTH CAUSE OF ACTION**

2 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

3 **Unlawful Deductions**

4 **(On Behalf of the State of California and Aggrieved Employees)**

5 86. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
6 herein.

7 87. Cal. Lab. Code § 2699(a) provides:

8 Notwithstanding any other provision of law, any provision of this code that provides
9 for a civil penalty to be assessed and collected by the Labor and Workforce
10 Development Agency or any of its departments, divisions, commissions, boards,
11 agencies, or employees, for a violation of this code, may, as an alternative, be
recovered through a civil action brought by an aggrieved employee on behalf of the
employee and to other current or former employees against whom a violation of the
same provision was committed pursuant to the procedures specified in Section 2699.3.

12 88. California Labor Code § 221 states that "[i]t shall be unlawful for any employer to
13 collect or receive from an employee any part of wages theretofore paid by said employer to said
14 employee." Labor Code § 221 reflects "California's strong public policy favoring the protection of
15 employees' wages." *Sciborski v. Pacific Bell Directory* (2012) 205 Cal.App.4th 1152, 1166, quoting
16 *Harris v. Investor's Business Daily, Inc.* (2006) 13 8 Cal.App.4th 28, 40-41.

17 89. Furthermore, Labor Code § 219 states that the protections of Labor Code § 221 cannot
18 "be contravened or set aside by a private agreement." Therefore, the rights under Labor Code § 221
19 are nonnegotiable and cannot be waived by the parties. See *Sciborski*, supra at 1166. Also, under
20 Labor Code §§ 219 and 221, an employer may not "require its employees to consent to unlawful
21 deductions from their wages." *Hudgins v. Neiman Marcus Group, Inc.* (1995) 34 Cal.App.4th 1109,
22 1124.

23 90. Cal. Lab. Code § 226(a) provides:

24 An employer, semimonthly or at the time of each payment of wages, shall furnish to
25 their employee, either as a detachable part of the check, draft, or voucher paying the
26 employee's wages, or separately if wages are paid by personal check or cash, an
27 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
28 worked by the employee, except as provided in subdivision (j), (3) the number of
piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
rate basis, (4) all deductions, provided that all deductions made on written orders of
the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
inclusive dates of the period for which the employee is paid, (7) the name of the

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, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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 the employee...

91. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

92. Cal. Lab. Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

93. Defendants unlawfully deduct and/or withheld wages from Plaintiff and Aggrieved Employees in violation of Cal. Lab. Code § 221.

94. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for each pay period in which Plaintiff and an Aggrieved Employees were aggrieved, in the amounts established by those sections, including but not limited to penalties under Cal. Lab. Code §§ 221, 226.3, 226(e)(1), and 1194, and 1197. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for Plaintiff and Aggrieved Employees for each failure by Defendants, alleged above, for unlawful deduction of Plaintiff and Aggrieved Employees earned wages.

95. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 15, 2026, Plaintiff provided the LWDA with notice of her intention to file this claim. On this same date, Plaintiff mailed Defendants a copy of such notice via certified mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

///

96. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and herself as set forth in Cal. Lab. Code § 2699.

97. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

98. Wherefore, Plaintiff requests relief as hereinafter provided.

SIXTH CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(a)

Failure to Provide True and Accurate Itemized Wage Statements

(On Behalf of the State of California and Aggrieved Employees)

99. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

100. Cal. Lab. Code § 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and to other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3.

101. Cal. Lab. Code § 226(a) provides:

An employer, semimonthly or at the time of each payment of wages, shall furnish to their employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the 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, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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 the employee...

102. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

103. Cal. Lab. Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

104. Cal. Lab. Code § 226 also requires employers to keep records required to be maintained under § 226(a) for at least three (3) years.

105. Cal. Lab. Code § 1174(d) provides, in relevant part:

[Employers shall] [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 any 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...

106. Cal. Lab. Code § 1174.5 provides, in relevant part:

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

107. IWC Wage Order 5-2001, Section 7, provides, in relevant part:

(A) Every employer shall keep accurate information with respect to each employee including the following:

(3) ... Time records showing when the employee begins and ends each work period....

(4) Total wages paid each payroll period...

(5) Total hours worked during the payroll period and applicable rates of pay...

(B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item. (See Labor Code Section 226.) This information shall be furnished either separately or as a detachable part of the check, draft, or

1 voucher paying the employee's wages....

2 108. Defendants do not provide timely, accurate, itemized wage statements to Plaintiff and
3 Aggrieved Employees in accordance with Cal. Lab. Code § 226(a) and 1174, and the IWC Wage
4 Orders. The wage statements Defendants provide their employees, including Plaintiff and Aggrieved
5 Employees, do not accurately reflect payment for all hours worked, including overtime wages, and
6 meal/rest period premium payments.

7 109. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for each pay period in
8 which Plaintiff and an Aggrieved Employees were aggrieved, in the amounts established by those
9 sections, including but not limited to penalties under Cal. Lab. Code §§ 226.3, 226(e)(1), and
10 1174.5. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for Plaintiff and Aggrieved
11 Employees for each failure by Defendants, alleged above, to provide Plaintiff and Aggrieved
12 Employees an accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a).
13 Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
14 Defendants, alleged above, to maintain records in compliance with Cal. Lab. Code §§ 226 and 1174
15 and IWC Wage Order 5-2001.

16 110. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 15, 2026, Plaintiff
17 provided the LWDA with notice of her intention to file this claim. On this same date, Plaintiff mailed
18 Defendants a copy of such notice via certified mail. At least sixty-five calendar days have passed
19 without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence
20 this civil action in compliance with Cal. Lab. Code § 2699.3(a).

21 111. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
22 Employees, and herself as set forth in Cal. Lab. Code § 2699.

23 112. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
24 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys'
25 fees and costs as set forth below.

26 113. Wherefore, Plaintiff requests relief as hereinafter provided.

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solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece-rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her 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 the employee.

121. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

122. Cal. Lab. Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

123. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendants, alleged above, to provide Plaintiff and Aggrieved Employees with an accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab. Code § 226.3. In addition, Plaintiff seeks penalties in the amount established by Cal. Lab. Code § 226(e)(1).

124. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 15, 2026, Plaintiff provided the LWDA with notice of her intention to file this claim. On this same date, Plaintiff mailed Defendants a copy of such notice via certified mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

125. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and herself as set forth in Cal. Lab. Code § 2699.

126. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California

1 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys'
2 fees and costs as set forth below.

3 127. Wherefore, Plaintiff requests relief as hereinafter provided.

4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiff prays for relief as follows:

- 6 a. For the Court to declare, adjudge, and decree that Defendants have violated the Cal.
7 Lab. Code as alleged herein;
- 8 b. For an order awarding the State of California, Plaintiff, and Aggrieved Employees
9 civil penalties provided under the PAGA;
- 10 c. For injunctive relief, prohibiting Defendants from continuing their policies and
11 practices determined to be violations of the Cal. Lab. Code;
- 12 d. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code §
13 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
- 14 e. For all costs of suit; and
- 15 f. For such other and further relief as this Court deems just and proper.

16
17 Dated: August 20, 2026

Respectfully Submitted,

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19 

20 Carolyn H. Cottrell
21 Ori Edelstein
22 Katherine D. Krebs
23 **SCHNEIDER WALLACE**
24 **COTTRELL KIM LLP**

25 *Attorneys for Plaintiff, on behalf of the State of*
26 *California and Aggrieved Employees*

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Dated: August 20, 2026

Carolyn Attwell

*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*