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County of Alameda
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SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

CAMILE WILLIAMS, on behalf of the State of California and Aggrieved Employees,

Plaintiff,

v.

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

Defendants.

Case No. 26CV213440

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

DEMAND FOR JURY TRIAL

Plaintiff Camile Williams ("Plaintiff"), on behalf of the State of California and Aggrieved Employees, complains and alleges as follows:

INTRODUCTION

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

2. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly workers employed by Defendants in California.

3. Plaintiff challenges Defendants' policies and practices of: (1) failing to pay Plaintiff and Aggrieved Employees overtime wages; (2) failing to provide or make available to Plaintiff and Aggrieved Employees code-compliant meal periods, and failing to pay requisite premiums for non-compliant meal breaks; (3) failing to authorize and permit code-compliant rest periods to Plaintiff and Aggrieved Employees, and failing to pay requisite premiums for non-compliant rest periods; (4) unlawful deductions made to Plaintiff and Aggrieved Employees (5) failing to provide Plaintiff and Aggrieved Employees true and accurate itemized wage statements; and (6) failing to pay Plaintiff and Aggrieved Employees all wages owed upon separation from employment.

4. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable attorneys' fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code Private Attorneys General Act ("PAGA").

PARTIES

5. Plaintiff and Aggrieved Employees are all current and former non-exempt, hourly employees of Defendants in the State of California. The Aggrieved Employees work as, among other positions, registered nurses, certified nursing assistants, and related hourly non-exempt positions.

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

7. Plaintiff worked for Defendants in California as a Nurse Practitioner ("NP"). Plaintiff worked for Defendants as an hourly, non-exempt employee from approximately September 2025 to the June 2026.

8. Plaintiff is informed and believes, and thereon alleges, that Aya Healthcare, Inc. is a Delaware corporation with its principal place of business in San Diego, California. Aya conducts substantial business operations within the state, and employs and/or has employed hourly, non-exempt employees—including Plaintiff and Aggrieved Employees —within California. Service of process may be effectuated upon its registered agent: CSC - Lawyers Incorporating Service, Registered Corporate 1505 Agent, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833.

9. Plaintiff is informed and believes, and thereon alleges, that Aya Healthcare Services, Inc. is a Delaware corporation with its principal place of business in San Diego, California. Aya Services conducts substantial business operations within the state, and employs and/or has employed hourly, non-exempt employees—including Plaintiff and Aggrieved Employees —within California. Service of process may be effectuated upon its registered agent: CSC - Lawyers Incorporating Service, Registered Corporate 1505 Agent, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833.

10. Plaintiff is informed and believes, and thereon alleges, that Aya Locums, LLC is a Delaware corporation with its principal place of business in San Diego, California. Aya Locum conducts substantial business operations within the state, and employs and/or has employed hourly, non-exempt employees—including Plaintiff and Aggrieved Employees —within California. Service of process may be effectuated upon its registered agent: CSC - Lawyers Incorporating Service, Registered Corporate 1505 Agent, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833.

11. Plaintiff is informed and believes, and thereon alleges, that Aya Healthcare Local, LLC is a California limited liability company with its principal place of business in San Diego, California. Aya Services conducts substantial business operations within the state, and employs

and/or has employed hourly, non-exempt employees—including Plaintiff and Aggrieved Employees —within California. Service of process may be effectuated upon its registered agent: CSC - Lawyers Incorporating Service, Registered Corporate 1505 Agent, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833.

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

13. Plaintiff is informed, believes, and thereon alleges that Defendants employ and/or employed hundreds of hourly, non-exempt workers similarly situated to Plaintiff in California. Plaintiff is informed, believes, and thereon alleges that, in California, Defendants act as an intermediary between healthcare facilities needing staff and clinicians by providing both staffing services and technology solutions. Plaintiff is informed, believes, and thereon alleges that Defendants employ Aggrieved Employees, among other hourly employees, in this County and throughout California.

14. At all material times, Defendants have done business under the laws of California, have places of business in California, including in the jurisdiction of this court, and has employed Aggrieved Employees in this County and elsewhere in California. Defendants are a "person" as defined in Cal. Lab. Code § 18 and an "employer" as that term is used in the Labor Code, the IWC Wage Orders regulating wages, hours, and working conditions, and Cal. Bus. & Prof. Code § 17201.

JURISDICTION AND VENUE

15. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393 and/or 395.5. Defendants conduct business and employ Aggrieved Employees in this County, and therefore the liability and the cause, or some part of the cause, arose in this County.

16. Defendants are corporations headquartered and have their principal place of business in this County, and therefore venue is proper in this County pursuant to Cal. Code Civ. Proc. § 395.5.

17. This Court has jurisdiction over Plaintiff's claims pursuant to the Cal. Lab. Code and the applicable IWC Wage Orders. The Court also has jurisdiction over Defendants because it is a

company authorized to do business in the State of California, and because Defendants, in fact, do business and employ workers in the State of California.

FACTUAL ALLEGATIONS

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

19. Plaintiff worked for Defendants in Alameda County, California as a non-exempt Nurse Practitioner ("NP") from approximately September 2025 to June 2026. Plaintiff was assigned to work at Locums Signify Health in Fairfield, California. However, Plaintiff was regularly required to travel to clients' homes for appointments, using her personal vehicle.

20. Although Plaintiff's shifts varied in length, Plaintiff worked approximately 10 to 12 hours or more per shift, two (2) shifts per week. Although Plaintiff's weekly hours vary, Plaintiff worked approximately 10 to 24 hours per week, or more. Plaintiff was paid an hourly rate of $85.00 per hour.

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

22. Defendants pay Aggrieved Employees, including Plaintiff, on an hourly rate basis.

23. Plaintiff is informed, believes, and based thereon, alleges that Aggrieved Employees are employed by Defendants in a similar manner throughout the State of California, including in this County, and perform work materially similar to Plaintiff.

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

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

26. At the end of each pay period, Aggrieved Employees receive wages from Defendants that are determined by common systems and methods that Defendants select and control.

27. Plaintiff is informed, believes, and thereon alleges that Defendants' policies and practices at all relevant times have been similar for Plaintiff and Aggrieved Employees, regardless

of location in California. Upon information and belief, Aggrieved Employees also worked more than eight (8) hours per day and/or more than forty (40) hours in at least one workweek during the one year before this Complaint was filed.

28. Defendants deny Plaintiff and Aggrieved Employees compliant 30-minute meal periods. Plaintiff and Aggrieved Employees meal periods are late, interrupted and/or cut short.

29. For example, Plaintiff is required to take her "meal period" while driving from one appointment to the next. Plaintiff is required to schedule her own meal periods so she blocks off one hour as "unavailable" for patient appointments. However, the distance between appointments often results in Plaintiff having to drive for more than 30 minutes of that hour period, cutting into her meal period. Defendants are aware that Plaintiff does not have sufficient time to take a meal period and drive to the next appointment as Defendants set the schedule and locations of Plaintiff's appointments. When Plaintiff missed a meal period, Kim (Last Name Unknown) from the payroll department told Plaintiff to include the meal period in her time sheet as if she had taken it. Plaintiff did not receive a meal period premium payment.

30. For each day Plaintiff and Aggrieved Employees work shifts over ten (10) hours, Defendants also systematically deny Plaintiff and Aggrieved Employees compliant second 30-minute duty-free meal periods before the end of the tenth hour of work. Plaintiff and Aggrieved Employees are not provided with the opportunity to take a second meal period. Defendants schedule Plaintiff and Aggrieved Employees to work through their tenth hour of work without a second meal period.

31. Despite their failure to provide Plaintiff and Aggrieved Employees with complaint duty-free first and second meal breaks, Defendants fail to pay Plaintiff and Aggrieved Employees requisite meal period premiums.

32. Defendants deny Plaintiff and Aggrieved Employees duty-free rest periods of at least ten (10) minutes of rest time for every four (4) hours of work. Here again, Defendants fail to pay Plaintiff and Aggrieved Employees requisite rest period premiums. Plaintiff and Aggrieved Employees are denied rest periods because her appointments are scheduled so close together.

Despite Plaintiff's requests for a rest break to be included in the schedule, Defendants do not provide Plaintiff rest periods. Plaintiff did not receive rest period premium payments.

33. Plaintiff is informed, believes, and thereon alleges that Defendants utilize and apply these meal and rest period policies and practices across all of Defendants' facilities and worksites throughout California.

34. Defendants deny Plaintiff and Aggrieved Employees proper compensation for all hours worked. Plaintiff and Aggrieved Employees are regularly required to work off the clock before and after their shifts, which is not compensated. For example, Plaintiff is required to spend approximately 20 minutes before her shift preparing for appointments by reviewing the patient portal, gathering the equipment required for the ordered labs, and planning her travel route.Since Plaintiff and Aggrieved Employees are only paid for their scheduled shift (which for Plaintiff is the time she leaves home until the time she returns home) there is no way for them to record or be compensated for time spent performing this off the clock work. Additionally, Plaintiff and Aggrieved Employees are expended to complete approximately 12 to 15 hours of mandatory initial training modules and regular additional training or "credentialling" modules issued by Defendants throughout their employment, without compensation.

35. Defendants deny Plaintiff and Aggrieved Employees proper compensation for overtime hours worked. Whenever Plaintiff and Aggrieved Employees work holidays, Defendants pay Aggrieved Employees a higher hourly rate of pay. However, during these holiday shifts, Defendants do not pay Plaintiff and Aggrieved Employees 1.5 times their regular rate of pay for hours worked over eight hours.

36. For example, for the pay period starting on November 23, 2025, to November 29, 2025, Plaintiff worked one holiday shift of 11.50 hours. Defendants paid Plaintiff the same hourly rate of $127.50 for the full 11.50 hours.

37. Alternatively, Defendants do not account for this higher hourly rate when calculating Plaintiff and Aggrieved Employees' regular rate of pay for purposes of paying overtime. Rather, Defendants pay Plaintiff and Aggrieved Employees overtime at the rate of 1.5 times of their usual hourly rate of pay.

38. In addition, Defendants pay Plaintiff and Aggrieved Employees nondiscretionary bonuses in the form of, *inter alia*, discounts to restaurants, gyms, travel, auto, apparel, and electronics. However, Defendants do not account for the dollar value of these nondiscretionary bonuses when determining Plaintiff's regular rate of pay for purposes of paying overtime wages. Defendants only calculate Plaintiff and Aggrieved Employees' regular rate at 1.5 times their usual hourly rate of pay.

39. Defendants unlawfully deducted pay from Plaintiff and Aggrieved Employees' wage statements. For example, for the pay period beginning October 12, 2025, and ending October 18, 2025, Defendants deducted "-1.00" hour of Overtime from Plaintiff's paystub resulting in a total unlawful deduction of $127.50 that pay period. These unlawful deductions continued throughout Plaintiff's employment.

40. Defendants' failure to pay all overtime wages, and failure to provide compliant meal and rest breaks also result in a failure to provide Plaintiff and Aggrieved Employees with accurate itemized wage statements as required by California law. The wage statements Defendants provide are not accurate because they do not reflect payment for all overtime, and premium pay for non-compliant first and second meal and rest breaks.

41. Defendants do not provide Plaintiff and Aggrieved Employees with full payment of all wages owed at the end of employment. These workers are owed wages and premium pay for overtime and missed meal and rest breaks when their employment ends. These amounts remain unpaid after voluntary and involuntary termination. As a consequence, Defendants are subject to waiting time penalties under the California Labor Code.

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

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

FIRST CAUSE OF ACTION

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

Failure to Pay Overtime Premiums

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

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

45. Cal. Lab. Code § 2699(f) provides:

> For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation.

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

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

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

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

48. Plaintiff and Aggrieved Employees work overtime hours for Defendants without being paid all wages and overtime premiums, or when paid overtime premiums not being paid at

the appropriate rate in violation of the Cal. Lab. Code, the applicable IWC Wage Orders, and other applicable law. Defendants do not consider per diem payments made to Plaintiff and Aggrieved Employees when determining the overtime and double time rates.

49. To the extent that any violation alleged herein does not carry penalties under Cal. Lab. Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff and an Aggrieved Employees were aggrieved, in the amounts established by Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 510 1194, 1198, IWC Wage Order 5-2001, and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

50. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on July 22, 2026, Plaintiff provided the LWDA with amended 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).

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

52. 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.

53. Wherefore, Plaintiff requests relief as hereinafter provided.

SECOND CAUSE OF ACTION

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

Failure to Provide Meal Periods

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

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

55. Cal. Lab. Code § 2699(f) provides:

> For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation.

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

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

58. Despite these requirements, Defendants knowingly and willfully refuse to perform their obligation to provide or make available to Plaintiff and Aggrieved Employees the ability to take the off-duty meal periods to which they are entitled. To the extent that any violation alleged herein does not carry penalties under Cal. Lab. Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff and Aggrieved Employees were aggrieved, in the amounts established by Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 226.7, 512, 1198, IWC Wage Order 5-2001, and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

59. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on July 22, 2026, Plaintiff provided the LWDA with amended 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).

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

61. 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.

62. Wherefore, Plaintiff requests relief as hereinafter provided.

THIRD CAUSE OF ACTION

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

Failure to Provide Rest Periods

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

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

64. Cal. Lab. Code § 2699(f) provides:

> For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation.

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

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

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

68. Despite these requirements, Defendants knowingly and willfully refuse to perform their obligation to provide or make available to Plaintiff and Aggrieved Employees the ability to take the rest breaks to which they are entitled. Plaintiff and Aggrieved Employees are unable to take compliant rest periods because Defendants do not allow Plaintiff and Aggrieved Employees to take rest periods due to workload demands that required Plaintiff and Aggrieved Employees to continue assisting Defendants' patients, coworkers, and attending to Defendants' calls and supervisor calls. When Plaintiff attempts to take a rest period, such rest periods were interrupted or cut short for her to continue assisting patients and/or employees of the Defendants.

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

70. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on July 22, 2026, Plaintiff provided the LWDA with amended 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).

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

72. 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.

73. Wherefore, Plaintiff requests relief as hereinafter provided.

FOURTH CAUSE OF ACTION

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

Unlawful Deductions

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

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

89. 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.

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

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

92. 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…

93. 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.

94. 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.

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

96. 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.

97. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on July 22, 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).

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

99. 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.

100. Wherefore, Plaintiff requests relief as hereinafter provided.

FIFTH 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)

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

75. 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 himself or herself and to other current or former employees.

76. 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…

77. 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.

78. 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.

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

80. 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…

81. 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).

82. 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 who has control over wages, hours, or working conditions shall semimonthly or at the time of each payment of wages furnish each employee 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 voucher paying the employee's wages….

83. Defendants do not provide timely, accurate, itemized wage statements to Plaintiff and Aggrieved Employees in accordance with Cal. Lab. Code § 226(a) and 1174, and the IWC Wage Orders. The wage statements Defendants provide their employees, including Plaintiff and Aggrieved Employees, do not accurately reflect meal/rest period premium payments, or the correct rate of overtime.

84. 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 §§ 226.3, 226(e)(1), and 1174.5. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for Plaintiff and Aggrieved Employees for each failure by Defendants, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a). Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendants, alleged above, to maintain records in compliance with Cal. Lab. Code §§ 226 and 1174 and IWC Wage Order 5-2001.

85. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on July 22, 2026, Plaintiff provided the LWDA with amended 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).

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

87. 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.

88. Wherefore, Plaintiff requests relief as hereinafter provided.

SIXTH CAUSE OF ACTION

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

Waiting Time Penalties

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

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

90. 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 himself or herself and to other current or former employees.

91. Cal. Lab. Code §§ 201 and 202 require employers to immediately pay wages earned and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after he or she quits, at the latest.

92. Cal. Lab. Code § 203 provides, in relevant part:

> If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employees shall continue as a penalty from the due date thereof at the same rate paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

93. Cal. Lab. Code § 256 provides: "The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days' pay as waiting time under the terms of Section 203."

94. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendants, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved Employees in compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab. Code §§ 203 and 256.

95. Cal. Lab. Code § 226(a) provides:

> Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when 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 for any employee whose compensation is

> 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.

96. 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.

97. 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.

98. 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 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).

99. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on July 22, 2026, Plaintiff provided the LWDA with amended 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).

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

101. 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.

102. Wherefore, Plaintiff requests relief as hereinafter provided.

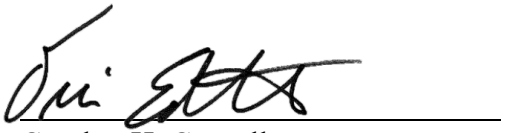
PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

1. For the Court to declare, adjudge, and decree that Defendants have violated the Cal. Lab. Code as alleged herein;
2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil penalties provided under the PAGA;
3. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code § 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
4. For all costs of suit; and
5. For such other and further relief as this Court deems just and proper.

Dated: September 28, 2026

Respectfully submitted,



Carolyn H. Cottrell
Ori Edelstein
Katherine D. Krebs
SCHNEIDER WALLACE
COTTRELL KIM LLP

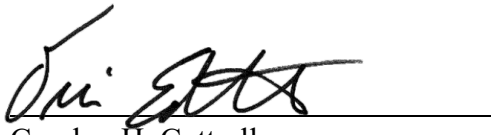
Attorneys for Plaintiff, on behalf of the State of California and Aggrieved Employees

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Dated: September 28, 2026

Respectfully submitted,



Carolyn H. Cottrell
Ori Edelstein
Katherine D. Krebs
SCHNEIDER WALLACE
COTTRELL KIM LLP

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