

March 13, 2026

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development
Agency 1515 Clay Street, Suite 801
Oakland, California 94612
PAGAfilings@dir.ca.gov

Re: Private Attorneys General Act of 2004 Notice

Employee: Madison Gratalo and Aggrieved Employees

Employer: Aya Healthcare Services, Inc.

Dear PAGA Administrator:

Pursuant to Cal. Lab. Code § 2699.3(a), Madison Gratalo (“Plaintiff”) hereby notifies the California Labor & Workforce Development Agency (“LWDA”) that she intends to seek civil penalties and injunctive relief pursuant to Cal. Lab. Code §§ 2699(a), (e), (f), and (k) against Aya Healthcare Services, Inc. (“Employer” or “Defendant”), and any unknown related entities involved in the violations alleged, for its violations of the California Labor Code and applicable Industrial Welfare Commission (“IWC”) Wage Order(s), including, but not limited to:

- Cal. Lab. Code §§ 204, 226.7, 512, and 1198 (failure to authorize, permit, and/or make available meal and rest periods, or pay premium wages);
- Cal. Lab. Code §§ 204, 510, 1182.12, 1194, 1197, and 1198 (violations regarding payment of wages, including timeliness, overtime pay, and minimum wage);
- Cal. Lab. Code § 1174 (failure to maintain accurate records);
- Cal. Lab. Code § 226 (failure to provide accurate itemized wage statements); and
- Cal. Lab. Code §§ 201-203 (failure to pay all wages due upon termination).

Throughout the Relevant Period, Defendant committed, and continues to commit, the acts herein alleged maliciously, fraudulently, and oppressively against Plaintiff and Aggrieved Employees.^{1 2}

¹ “Relevant Period” includes the one-year period preceding the date of this letter. “Aggrieved Employees” has the same meaning as defined in Cal. Lab. Code § 2699(c)(1).

² Although Plaintiff is a former employee, the Aggrieved Employees include current and former employees. For ease of discussion, the allegations herein are made in the present tense.



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Background of Defendant

Aya Healthcare Services, Inc., is a large healthcare staffing and talent software company, offering travel nursing, allied health, per diem and permanent staffing. It provides workforce solutions and supports healthcare facilities.

Aya Healthcare Services, Inc., is registered and headquartered in the state of California and does business in the state of California. It employs and has employed approximately over one hundred (100) employees in California and conducts extensive activities in this state. Defendant has extensive operations throughout California and is headquartered in San Diego, California.

Background of Plaintiff

Madison Gratalo was employed by Defendant in Oakland, California. She started working as a travel nurse in May 2025, at the Alameda Highland Hospital. Plaintiff was terminated from employment in December 2025 and was compensated \$35.70 per hour. She worked approximately twelve (12) hours per day or more, for a total of thirty-six (36) hours or more per week.

Failure to Timely Provide Earned Wages and to Pay Minimum Wages and Overtime Wages

Defendant denies Plaintiff and Aggrieved Employees proper compensation for all hours worked, including minimum wage and overtime.

Defendant requires Plaintiff and Aggrieved Employees to work while off-the-clock. For instance, Defendant requires that Plaintiff and Aggrieved Employees clock out for their meal breaks while continuing to work due to insufficient staffing. Moreover, Defendant requires Plaintiff and Aggrieved Employees to admit new patients, take care of admitted patients, assist in the delivery of babies, or work with emergencies, during their unpaid meal period and rest breaks. As a matter of policy and/or practice, Defendant does not record such time as hours worked. This time spent working while off-the-clock goes unrecorded and uncompensated even though it should be compensated at minimum wage and/or overtime rates under California law, giving rise to minimum wage and overtime violations.

Upon information and belief, Defendant institutes similar policies across California that result in hundreds of Aggrieved Employees performing services for the benefit of Defendant without compensation. Defendant's failure to pay these wages is willful and intentional.



Failure to Provide Compliant Meal & Rest Breaks, or Premium Wages

Defendant fails to provide compliant meal and rest breaks to Plaintiff and Aggrieved Employees. Defendant's policies, practices, and procedures cause Plaintiff and Aggrieved Employees to systematically miss their meal and/or rest breaks yet, do not provide them with premium payments.

For example, due to insufficient staffing, Defendant does not authorize, permit, and/or make available timely meal and/or rest breaks to Plaintiff and Aggrieved Employees and requires them to continue working during their clocked-out meal periods. Plaintiff and Aggrieved Employees are often too busy with work to have time to take a bona fide meal and/or rest breaks. For instance, Defendant interrupts Plaintiff and Aggrieved Employees during their meal and rest breaks; and requires them to admit new patients, take care of admitted patients, assist in the delivery of babies, or work with emergencies, among other job-related tasks. Since Plaintiff and Aggrieved Employees are required to clock out for a meal break but continue working, they are not provided with duty-free, uninterrupted, and timely thirty-minute meal periods by the end of the fifth hour of work and before the tenth hour of work.

Additionally, for similar reasons, Plaintiff and Aggrieved Employees are not provided with timely, uninterrupted, ten-minute rest periods, during which they should be completely relieved of any duty, by the end of the fourth hour of work, and again, before the end of the eighth and the twelfth hour of work. Moreover, Plaintiff and Aggrieved Employees are required to remain on call with their work phones during their rest breaks, which are frequently interrupted.

Defendant also fails to pay Plaintiff and other Aggrieved Employees one additional hour of pay at their regular rate of compensation for each workday that a compliant meal or rest period is not provided. Defendant's failure to timely pay earned premium wages for missed and/or noncompliant meal and rest periods was/is willful and/or intentional.

Failure to Provide Timely & Itemized Wage Statements

As outlined above, Plaintiff and Aggrieved Employees perform a substantial amount of work which goes unrecorded and uncompensated, and do not receive premium payments for missed, interrupted and/or untimely meal and rest periods. Therefore, Plaintiff Aggrieved Employees do not receive accurate, itemized wage statements in accordance with Cal. Lab. Code § 226. Defendant knowingly and intentionally fails to provide a wage statement that omits and/or inaccurate states the gross wages earned, total hours worked, all deductions, net wages earned, and "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee." For example, in Plaintiff's wage statement, the total gross and net wages earned are inaccurate because they do not include premium wages earned for missed and non-compliant meal and rest periods, and do not include overtime for work performed off the clock. Plaintiff and Aggrieved Employees cannot promptly and easily determine from the wage statement alone



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their accurate gross wages earned, total hours worked, all deductions, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Failure to Timely Pay All Wages Following Separation from Employment

As a consequence of Defendant's failure to pay for all hours worked, including minimum wage and overtime premiums, and failure to pay premiums for missed, interrupted and/or untimely meal and rest periods, Plaintiff and Aggrieved Employees did not receive all wages owed during employment and upon separation from employment. Additionally, Aggrieved Employees who are Defendant's former employees did not receive all wages owed following separation from employment. Defendant also fails to timely pay wages upon separation from employment by failing to pay wages at the time of termination. Defendant's failure to timely pay earned wages to Plaintiff and other former Aggrieved Employees is willful and/or intentional.

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Plaintiff is represented by Schneider Wallace Cottrell Kim LLP ("SWCK"), a law firm based in Emeryville, California. SWCK has extensive experience in the successful litigation and resolution of employment and representative actions nationwide. A description of the work, mission, and credentials of the firm can be found at www.schneiderwallace.com. Plaintiff and SWCK are committed to zealously pursuing redress on behalf of the State of California and all other Aggrieved Employees for the violations set forth above.

Very Truly Yours,

**SCHNEIDER WALLACE
COTTRELL KIM LLP**

Carolyn H. Cottrell
Attorney at Law

cc via U.S.P.S. Certified Mail with Return Receipt Requested

Aya Healthcare Services, Inc.
c/o Agent for Service of Process:
CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833