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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By N. Lopez ,Deputy Clerk

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

KELSEY ZIMMERMAN, KEISHA
WILLIS, individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

AYA HEALTHCARE LOCAL, LLC, a
California limited liability company; AYA
HEALTHCARE SERVICES, INC., a
Delaware corporation; AYA
HEALTHCARE, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 26CU020055C

**COMPLAINT FOR ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA LABOR
CODE § 2698, ET SEQ.**

Violation of California Labor Code §
2698, et seq. (California Labor Code
Private Attorneys General Act of 2004)

COME NOW, Plaintiffs KELSEY ZIMMERMAN (“Plaintiff ZIMMERMAN”) and KEISHA WILLIS (“Plaintiff WILLIS”) (collectively, “Plaintiffs”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and allege as follows:

JURISDICTION AND VENUE

1. This representative action is brought pursuant to the California Labor Code section 2698, et seq. The civil penalties sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for each named Plaintiff, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

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

3. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, each Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of San Diego. The majority of the acts and omissions alleged herein relating to Plaintiffs and the other aggrieved employees took place in the State of California, including the County of San Diego. At all relevant times, Defendants maintained their headquarters/“nerve center” within the State of California, County of San Diego.

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PARTIES

5. Plaintiff KELSEY ZIMMERMAN is an individual residing in the State of California, County of San Diego.

6. Plaintiff KEISHA WILLIS is an individual residing in the State of California.

7. Defendant AYA HEALTHCARE LOCAL, LLC at all times herein mentioned, was and is, upon information and belief, a California limited liability company and an employer whose employees are engaged throughout the State of California, including the County of San Diego.

8. Defendant AYA HEALTHCARE SERVICES, INC. at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of San Diego.

9. Defendant AYA HEALTHCARE, INC. at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of San Diego

10. At all relevant times, Defendants AYA HEALTHCARE LOCAL, LLC, AYA HEALTHCARE SERVICES, INC., and AYA HEALTHCARE, INC. were the “employer” of Plaintiffs within the meaning of all applicable state laws and statutes.

11. At all times herein relevant, AYA HEALTHCARE LOCAL, LLC, AYA HEALTHCARE SERVICES, INC., AYA HEALTHCARE, INC., and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators, and assigns of each other, and were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators, and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and/or consent of each defendant designated as a DOE herein.

12. The true names and capacities, whether corporate, associate, individual, or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue

1 said defendants by such fictitious names. Plaintiffs are informed and believe, and based on
2 that information and belief, allege that each of the defendants designated as a DOE is legally
3 responsible for the events and happenings referred to in this Complaint and unlawfully
4 caused the injuries and damages to Plaintiffs as alleged in this Complaint. Plaintiffs will
5 seek leave of court to amend this Complaint to show the true names and capacities when the
6 same have been ascertained.

7 13. AYA HEALTHCARE LOCAL, LLC, AYA HEALTHCARE SERVICES,
8 INC., AYA HEALTHCARE, INC., and DOES 1 through 100 will hereinafter collectively be
9 referred to as “Defendants.”

10 14. Plaintiffs further allege that Defendants, including the unknown defendants
11 identified as DOES, directly or indirectly controlled or affected the working conditions,
12 wages, working hours, and conditions of employment of Plaintiffs and the other aggrieved
13 employees so as to make each of said Defendants employers and employers liable under the
14 statutory provisions set forth herein.

15 **PAGA ALLEGATIONS**

16 15. At all times herein set forth, California Private Attorneys General Act
17 (“PAGA”) was applicable to Plaintiffs’ employment by Defendants.

18 16. At all times herein set forth, PAGA provides that any provision of law under
19 the California Labor Code that provides for a civil penalty to be assessed and collected by the
20 Labor and Workforce Development Agency (“LWDA”) for violations of the California
21 Labor Code may, as an alternative, be recovered through a civil action brought by an
22 aggrieved employee on behalf of herself and other current or former employees pursuant to
23 procedures outlined in California Labor Code section 2699.3.

24 17. Pursuant to PAGA, a civil action under PAGA may be brought by an
25 “aggrieved employee,” who is any person that was employed by the alleged violator and
26 against whom the alleged violations were committed.

27 18. Plaintiffs were employed by Defendants and the alleged violations were
28 committed against her during her time of employment, and they are, therefore, aggrieved

employees. Plaintiffs and the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and the alleged violations were committed against them.

19. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiffs, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by online submission (hereinafter, “Employee’s Notice”) to the LWDA and by U.S. Certified Mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- b. The LWDA shall provide notice (hereinafter, “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violations within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties, in addition to any other penalties to which the employee may be entitled.

20. On February 4, 2026, Plaintiff ZIMMERMAN provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendants AYA HEALTHCARE LOCAL, LLC AYA HEALTHCARE SERVICES, INC., and AYA HEALTHCARE, INC. of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff ZIMMERMAN has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff ZIMMERMAN’s notice. Plaintiff ZIMMERMAN has not received any notice of Defendants’ intention to cure the alleged violations.

21. On February 4, 2026, Plaintiff WILLIS provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendants AYA HEALTHCARE LOCAL, LLC AYA HEALTHCARE SERVICES, INC., and AYA HEALTHCARE, INC. of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff WILLIS has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff WILLIS' notice. Plaintiff WILLIS has not received any notice of Defendants' intention to cure the alleged violations.

22. Therefore, Plaintiffs have satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

GENERAL ALLEGATIONS

23. At all relevant times set forth herein, Defendants employed Plaintiffs and other aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California (hereinafter collectively referred to as the "other aggrieved employees").

24. Defendants, jointly and severally, employed Plaintiff ZIMMERMAN as an hourly-paid, non-exempt employee during the period from approximately June 2020 to approximately August 2025 in the State of California, County of San Diego.

25. Defendants, jointly and severally, have employed Plaintiff WILLIS as an hourly-paid, non-exempt employee during the period from approximately November 2024 to the present in the State of California.

26. Defendants hired Plaintiffs and the other aggrieved employees and failed to compensate them for all hours worked, missed meal periods, or missed rest breaks.

27. Defendants had the authority to hire and terminate Plaintiffs and the other aggrieved employees, to set work rules and conditions governing Plaintiffs' and the other aggrieved employees' employment, and to supervise their daily employment activities.

1 28. Defendants exercised sufficient authority over the terms and conditions of
2 Plaintiffs' and the other aggrieved employees' employment for them to be joint employers of
3 Plaintiffs and the other aggrieved employees.

4 29. Defendants directly hired and paid wages and benefits to Plaintiffs and the
5 other aggrieved employees.

6 30. Defendants continue to employ hourly-paid or non-exempt employees within
7 the State of California.

8 31. Plaintiffs and the other aggrieved employees worked over eight (8) hours in a
9 day and/or forty (40) hours in a week during their employment with Defendants.

10 32. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid
12 or non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours
13 worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest
14 breaks in violation of California law.

15 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants
16 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
17 to receive certain wages for overtime compensation and that they were not receiving wages
18 for overtime compensation.

19 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 failed to provide Plaintiffs and the other aggrieved employees the required rest and meal
21 periods during the relevant time period as required under the Industrial Welfare Commission
22 ("IWC") Wage Orders, and, thus, they are entitled to any and all applicable penalties.

23 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
24 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
25 to receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the
26 other aggrieved employees' regular rate of pay when a meal period was missed, and they did
27 not receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the
28 other aggrieved employees' regular rate of pay when a meal period was missed.

36. Plaintiffs are informed and believe, and based thereon alleges, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other aggrieved employees' regular rate of pay when a rest period was missed, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other aggrieved employees' regular rate of pay when a rest period was missed.

37. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked.

38. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to receive all wages owed to them upon discharge or resignation, including overtime and minimum wages and meal and rest period premiums, and they did not receive all such wages owed to them at the time of their discharge.

39. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to receive all wages owed to them during their employment. Plaintiffs and the other aggrieved employees did not receive payment of all wages, including overtime and minimum wages and meal and rest period premiums, within any time permissible under California Labor Code section 204.

40. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to receive complete and accurate wage statements in accordance with California law, but they did not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours worked by Plaintiffs and the other aggrieved employees.

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1 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Defendants had to keep complete and accurate payroll
3 records for Plaintiffs and the other aggrieved employees in accordance with California law,
4 but they did not keep complete and accurate payroll records.

5 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
7 to reimbursement for necessary business-related expenses and costs.

8 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 knew or should have known that they had a duty to compensate Plaintiffs and the other
10 aggrieved employees pursuant to California law, and that Defendants had the financial ability
11 to pay such compensation, but willfully, knowingly, and intentionally failed to do so and
12 falsely represented to Plaintiffs and the other aggrieved employees that they were properly
13 denied wages, all in order to increase Defendants' profits.

14 44. At all material times set forth herein, Defendants failed to pay overtime wages
15 to Plaintiffs and the other aggrieved employees. Plaintiffs and the other aggrieved
16 employees were required to work more than eight (8) hours per day and/or forty (40) hours
17 per week without overtime compensation.

18 45. At all material times set forth herein, Defendants failed to provide
19 uninterrupted meal and rest periods to Plaintiffs and the other aggrieved employees.

20 46. At all material times set forth herein, Defendants failed to pay Plaintiffs and
21 the other aggrieved employees at least minimum wages for all hours worked.

22 47. At all material times set forth herein, Defendants failed to pay Plaintiffs and
23 the other aggrieved employees all wages owed to them upon discharge or resignation.

24 48. At all material times set forth herein, Defendants failed to pay Plaintiffs and
25 the other aggrieved employees' wages within any time permissible under California law,
26 including, *inter alia*, California Labor Code section 204.

27 49. At all material times set forth herein, Defendants failed to provide complete
28 and accurate wage statements to Plaintiffs and the other aggrieved employees.

50. At all material times set forth herein, Defendants failed to keep complete and accurate payroll records for Plaintiffs and the other aggrieved employees.

51. At all material times set forth herein, Defendants failed to reimburse Plaintiffs and the other aggrieved employees for necessary business-related expenses and costs.

52. At all material times set forth herein, Defendants failed to properly compensate Plaintiffs and the other aggrieved employees pursuant to California law in order to increase Defendants' profits.

53. California Labor Code section 218 states that noting in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

Violation of California Labor Code § 2698, et seq.

(Against AYA HEALTHCARE LOCAL, LLC, AYA HEALTHCARE SERVICES, INC., AYA HEALTHCARE, INC., and DOES 1 through 100)

54. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 53, and each and every part thereof with the same force and effect as though fully set forth herein.

55. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.

56. Whenever the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

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57. Plaintiffs and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and the alleged violations were committed against them.

Failure to Pay Overtime

58. Defendants’ failure to pay legally required overtime wages to Plaintiffs and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation of California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

59. Defendants’ failure to provide legally required meal periods to Plaintiffs and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation of California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

60. Defendants’ failure to provide legally required rest periods to Plaintiffs and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation of California Labor Code section 226.7.

Failure to Pay Minimum Wages

61. Defendants’ failure to pay legally required minimum wages to Plaintiffs and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation of California Labor Code sections 1194, 1197, and 1197.1.

Failure to Timely Pay Wages Upon Termination

62. Defendants’ failure to timely pay wages to Plaintiffs and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a violation of California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

63. Defendants’ failure to timely pay wages to Plaintiffs and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code section 204.

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Failure to Provide Complete and Accurate Wage Statements

64. Defendants' failure to provide complete and accurate wage statements to Plaintiffs and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation of California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

65. Defendants' failure to keep complete and accurate payroll records relating to Plaintiffs and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes a violation of California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

66. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and 2802.

67. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and on behalf of all aggrieved employees, request and are entitled to recover from Defendants, and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699(f) in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period or two hundred dollars (\$200) for each aggrieved employee per pay period for each violation where there has been a prior finding or determination that Defendants' policies or practices were unlawful or where Defendants' conduct was malicious, fraudulent, or oppressive;
- b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of 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; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

68. Pursuant to California Labor Code section 2699(m), civil penalties recovered by aggrieved employees shall be distributed as follows: sixty-five percent (65%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and thirty-five percent (35%) to the aggrieved employees.

69. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5, 2699, and any other applicable statute.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act, pray for relief and judgment against Defendants, jointly and severally, in excess of twenty-five thousand dollars (\$25,000):

As to the First Cause of Action

1. For civil penalties pursuant to California Labor Code sections 2699(a), (f), (k), and 558, plus costs/expenses and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802; and

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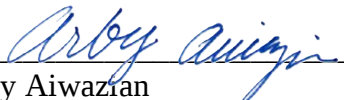
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2. For such other and further relief as the Court may deem equitable and appropriate.

DATED: April 10, 2026

LAWYERS for JUSTICE, PC

By: 
Arby Aiwanian
Attorneys for Plaintiffs