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July 16, 2025

Attn: PAGA Administrator
Labor and Workforce Development Agency
<http://dir.tflaforms.net>
Via Electronic Submission

Re: Pai Yeh / Carative Psychiatry

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Pai (“Art” or “Arthur”) Yeh (hereafter “Yeh” or “Complainant”) provides notice that Carative Psychiatry Nursing Corporation, a California corporation, Carative Psychiatry, PLLC, a Florida limited liability company, Ashley Cyronak, and related entities (collectively “the Carative Psychiatry Employers” or “the Employers”) violated his rights and those of all other individuals the Carative Psychiatry Employers have employed or otherwise contracted with in California as psychiatric treatment workers, including psychiatric nurse practitioners, counselors, therapists, social workers, individuals performing work comparable to the aforementioned, and individuals in similar positions (hereafter the “Aggrieved Employees”) under Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.7, 226.8, 233, 246, 246.5, 510, 512, 1174, 1194, 1197, 1198, 2750.3, 2802, and other Labor Code statutes. On behalf of himself and all other Aggrieved Employees, Yeh hereby provides this notice to the Labor & Workforce Development Agency and the Carative Psychiatry Employers and their agents and representatives.

At all relevant times, the Carative Psychiatry Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Yeh and all of the other Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 4-2001 (hereafter “the Wage Order”) section 2, subdivision (F) and “Aggrieved Employees” within the meaning of Labor Code section 2699(c).

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Statement of Facts

On approximately September of 2022, the Carative Psychiatry Employers began to employ Yeh in Los Angeles in the position of Psychiatric Nurse Practitioner. The Carative Psychiatry Employers continuously employed him in that capacity until on or about September 8, 2024 when his employment ended.

At all relevant times, the Carative Psychiatry Employers issued wages to Yeh and all of the other Aggrieved Employees on a biweekly (26 paychecks/year) basis and paid them by the patient session. At all relevant times, the Carative Psychiatry Employers classified Yeh and all of the other Aggrieved Employees as independent contractors not entitled to the protections of the Labor Code and the Wage Order.

The Carative Psychiatry Employers willfully misclassified Yeh and all of the other Aggrieved Employees as independent contractors. At all relevant times with regard to Yeh and all of the other Aggrieved Employees, the Carative Psychiatry Employers were in the same business as Yeh and the Aggrieved Employees, decided when the work was performed, decided how the work was performed, had right to fire without cause, decided what tools and instrumentalities were used (such as Zoom), closely supervised the work, decided whether there would be assistant workers, decided on the assistant workers, decided pay for assistant workers, gave detailed instructions, trained them for the work, decided the training, gave written work appraisals, gave ongoing training, was primary investor of money in business, set a regular payment schedule, controlled chances for profit and loss, made employees economically dependent, prepared the contract for the work, insured the work, expected relationship with the Aggrieved Employees of indefinite duration, assigned patients, collected payment from patients, decided the advertising for the work, decided pay rate for work, and only assigned work within the Carative Psychiatry Employers' usual business scope. At all relevant times, Yeh and all of the other Aggrieved Employees were employees of the Carative Psychiatry Employers. The Carative Psychiatry Employers engaged, suffered, and permitted them to work. The Carative Psychiatry Employers knew or should have known their actions of misclassifying Yeh and all of the other Aggrieved Employees as independent contractors violated California law. Ashley Cyronak knowingly advised the Carative Psychiatry Employers to misclassify Yeh and all of the other Aggrieved Employees as independent contractors.

The Carative Psychiatry Employers failed to compensate Yeh and all of the other Aggrieved Employees for all hours worked at the applicable minimum or regular rates

of pay. The Carative Psychiatry Employers required Yeh and the other Aggrieved Employees to perform a variety of activities each day without pay, including communications with the Carative Psychiatry Employers' patients. The Carative Psychiatry Employers required Yeh and the other Aggrieved Employees to remain on-call throughout the workday and they were not paid for the time.

The Carative Psychiatry Employers failed to compensate Yeh and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over eight in a day, over 40 in a week, and for the first eight hours of the seventh day of the workweek. The Carative Psychiatry Employers required Yeh and the other Aggrieved Employees to work over eight hours per day, over 40 hours per week, and on the seventh day of the same workweek. During such workdays and workweeks, the Carative Psychiatry Employers required Yeh and the other Aggrieved Employees to perform a variety of activities each day without pay, including communications with the Carative Psychiatry Employers' patients. Also during such workdays and workweeks, the Carative Psychiatry Employers required Yeh and the other Aggrieved Employees to remain on-call throughout the workday and they were not paid for the time.

The Carative Psychiatry Employers failed to compensate Yeh and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over 12 in a day, and all over the first eight of the seventh day of the workweek. The Carative Psychiatry Employers required Yeh and the other Aggrieved Employees to work over 12 hours per day and over eight hours on the seventh day of the same workweek. During such workdays and workweeks, the Carative Psychiatry Employers required Yeh and the other Aggrieved Employees to perform a variety of activities each day without pay, including communications with the Carative Psychiatry Employers' patients. Also during such workdays, the Carative Psychiatry Employers required Yeh and the other Aggrieved Employees to remain on-call throughout the workday and they were not paid for the time.

At all relevant times, the Carative Psychiatry Employers failed to provide Yeh and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal periods. The Carative Psychiatry Employers scheduled Yeh and the other Aggrieved Employees to conduct back-back patient sessions from the beginning of their workday until over five hours had passed. There was no time available for a 30-minute duty free meal period. The Carative Psychiatry Employers also failed to pay premium wages for days on which they failed to provide Yeh and all of the other Aggrieved Employees with meal periods as required by law.

At all relevant times, the Carative Psychiatry Employers failed to authorize and permit Yeh and all of the other Aggrieved Employees to take ten-minute, off-duty, paid rest breaks every four hours worked or major portion thereof. The Carative Psychiatry Employers scheduled Yeh and the other Aggrieved Employees to conduct back-back patient sessions from the beginning of their workday until over five hours had passed. There was no time available for a 10-minute duty free rest period. The Carative Psychiatry Employers also failed to pay premium wages for days on which they failed to authorize and permit Yeh and all of the other Aggrieved Employees to take rest breaks as required by law.

The Carative Psychiatry Employers failed to separately compensate Yeh and all of the other Aggrieved Employees for rest and recovery periods and other nonproductive time, including but not limited to preparing lessons, communicating with students and parents, preparing records and reports, and related duties. The Carative Psychiatry Employers required Yeh and the other Aggrieved Employees to perform a variety of activities each day without pay, including communications with the Carative Psychiatry Employers' patients. The Carative Psychiatry Employers required Yeh and the other Aggrieved Employees to remain on-call throughout the workday and they were not paid for the time.

The Carative Psychiatry Employers failed to provide paid sick leave to Yeh and all of the other Aggrieved Employees.

At all relevant times, the Carative Psychiatry Employers required Yeh and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The Carative Psychiatry Employers required Yeh and all of the other Aggrieved Employees to supply mobile phones, telecom, computer/laptop, insurance, licenses, and fees to perform their job duties. However, the Carative Psychiatry Employers did not provide these items and did not reimburse Yeh and the other Aggrieved Employees for these items.

At all relevant times, the Carative Psychiatry Employers failed to issue to Yeh and all of the other Aggrieved Employees complete and accurate wage statements that state all hours worked at the correct rates of pay, and all wages earned. The Carative Psychiatry Employers knowingly and intentionally failed to state on the wage statements they issued to Yeh and all of the other Aggrieved Employees the unpaid wages discussed above. The wage statements fail to state all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period

premium wages earned, all rest break premium wages earned, all unlawfully deducted wages, all split shift premium wages earned, all earned wages subject to discount, all reporting time pay earned, the employer's name and address, all earned sick pay, all nonproductive time, all nonproductive time wages earned, all rest and recovery time, all rest and recovery time wages earned, start date of pay period, end date of pay period, gross wages earned, net wages earned, all deductions, name of employee, SSN (last 4 digits) or EEID#, name of employer, address of employer, all hourly rates, all hours work at each rate of pay, and other required information.

The Carative Psychiatry Employers failed to provide Yeh and all of the other Aggrieved Employees with statements of the total hours of compensable rest and recovery periods, the rate of compensation, and the gross and net wages paid for those activities during the pay period.

The Carative Psychiatry Employers failed to provide Yeh and all of the other Aggrieved Employees with statements of sick leave available, or paid time off in lieu of sick leave.

The Carative Psychiatry Employers failed to provide signed and complete commission agreements to Yeh and all of the other Aggrieved Employees.

The Carative Psychiatry Employers also failed to timely pay Yeh and all of the other Aggrieved Employees all earned wages as described above during and at the conclusion of employment.

The Carative Psychiatry Employers failed to maintain accurate employee records of Yeh and all of the other Aggrieved Employees.

For the reasons stated herein, Yeh alleges the following violations of the Labor Code and the Wage Order on behalf of himself and all of the other Aggrieved Employees:

- (a) The Carative Psychiatry Employers willfully misclassified Yeh and all of the other Aggrieved Employees as independent contractors;
- (b) Ashley Cyronak knowingly advised the Carative Psychiatry Employers to misclassify Yeh and all of the other Aggrieved Employees as independent contractors;

- (c) The Carative Psychiatry Employers failed to pay Yeh and all of the other Aggrieved Employees all wages earned for all hours worked at the correct rates of pay, including minimum, regular, overtime, and doubletime wages;
- (d) The Carative Psychiatry Employers failed to separately compensate Yeh and all of the other Aggrieved Employees for rest and recovery periods and other nonproductive time;
- (e) The Carative Psychiatry Employers failed to provide paid sick leave to Yeh and all of the other Aggrieved Employees;
- (f) The Carative Psychiatry Employers failed to provide Yeh and all of the other Aggrieved Employees all meal periods in compliance with California law;
- (g) The Carative Psychiatry Employers failed to authorize and permit Yeh and all of the other Aggrieved Employees to take rest breaks in compliance with California law;
- (h) The Carative Psychiatry Employers failed to compensate Yeh and all of the other Aggrieved Employees at one hour's pay for each day in which the Carative Psychiatry Employers failed to provide them with one or more meal periods as required by law;
- (i) The Carative Psychiatry Employers failed to compensate Yeh and all of the other Aggrieved Employees at one hour's pay for each day in which the Carative Psychiatry Employers failed to authorize and permit them to take one or more rest breaks as required by law;
- (j) The Carative Psychiatry Employers failed to indemnify Yeh and all of the other Aggrieved Employees for all necessary business expenditures incurred during the discharge of their duties;
- (k) The Carative Psychiatry Employers required unlawful deposits of Yeh and all of the other Aggrieved Employees in violation of their rights under the bond requirements of the Labor Code;

- (l) The Carative Psychiatry Employers unlawfully deducted wages belonging to Yeh and all of the other Aggrieved Employees;
- (m) The Carative Psychiatry Employers knowingly and intentionally failed to provide Yeh and all of the other Aggrieved Employees with complete and accurate wage statements;
- (n) The Carative Psychiatry Employers failed to provide Yeh and all of the other Aggrieved Employees with statements of the total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period;
- (o) The Carative Psychiatry Employers failed to provide Yeh and all of the other Aggrieved Employees with statements of sick leave available, or paid time off in lieu of sick leave;
- (p) The Carative Psychiatry Employers failed to provide signed and complete commission agreements to Yeh and all of the other Aggrieved Employees;
- (q) The Carative Psychiatry Employers willfully failed to timely pay Yeh and all of the other Aggrieved Employees all earned and unpaid wages during their employment with the Carative Psychiatry Employers and when their employment ended; and
- (r) The Carative Psychiatry Employers failed to maintain accurate employment records pertaining to Yeh and all of the other Aggrieved Employees.

Accordingly, Yeh now seeks civil penalties on behalf of himself and all of the other Aggrieved Employees based on the Carative Psychiatry Employers' alleged violations of the Labor Code and the Wage Order.

The Wage Order

The Wage Order applies to “all persons employed in professional, technical, mechanical, and similar occupations whether paid on a time, piece rate, commission, or other basis...” Wage Order, § 1. The Wage Order defines “Professional, Technical, Clerical, Mechanical, and Similar Occupations” to include

professional, semiprofessional, managerial, supervisorial, laboratory, research, technical, clerical, office work, and mechanical occupations. Said occupations shall include, but not be limited to, the following: accountants; agents; appraisers; artists; attendants; audio-visual technicians; bookkeepers; bundlers; billposters; canvassers; carriers; cashiers; checkers; clerks; collectors; communications and sound technicians; compilers; copy holders; copy readers; copy writers; computer programmers and operators; demonstrators and display representatives; dispatchers; distributors; door-keepers; drafters; elevator operators; estimators; editors; graphic arts technicians; guards; guides; hosts; inspectors; installers; instructors; interviewers; investigators; librarians; laboratory workers; machine operators; mechanics; mailers; messengers; medical and dental technicians and technologists; models; nurses; packagers; photographers; porters and cleaners; process servers; printers; proof readers; salespersons and sales agents; secretaries; sign erectors; sign painters; social workers; solicitors; statisticians; stenographers; teachers; telephone, radiotelephone, telegraph and call-out operators; tellers; ticket agents; tracers; typists; vehicle operators; x-ray technicians; their assistants and other related occupations listed as professional, semiprofessional, technical, clerical, mechanical, and kindred occupations

Wage Order, § 2(O). At all relevant times during the applicable limitations period, the Carative Psychiatry Employers, Yeh, and all of the Aggrieved Employees were covered by the Wage Order because the Carative Psychiatry Employers operated, and Yeh, and all of the Aggrieved Employees, worked for the Carative Psychiatry Employers as nurses, social workers, their assistants and other related occupations listed as professional, semiprofessional, technical, clerical, mechanical, and kindred occupations. Accordingly, Yeh and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

Willful Independent Contractor Misclassification
(Lab. Code § 226.8)

Labor Code section 226.8 states:

- (a) It is unlawful for any person or employer to engage in any of the following activities:

- (1) Willful misclassification of an individual as an independent contractor.
 - (2) Charging an individual who has been willfully misclassified as an independent contractor a fee, or making any deductions from compensation, for any purpose, including for goods, materials, space rental, services, government licenses, repairs, equipment maintenance, or fines arising from the individual's employment where any of the acts described in this paragraph would have violated the law if the individual had not been misclassified.
- (b) If the Labor and Workforce Development Agency or a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a), the person or employer shall be subject to a civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted by law.
- (c) If the Labor and Workforce Development Agency or a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a) and the person or employer has engaged in or is engaging in a pattern or practice of these violations, the person or employer shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted by law.

“Willful misclassification means avoiding employee status for an individual by voluntarily and knowingly misclassifying that individual as an independent contractor.”
(*Id.*, § (i)(4).)

At all relevant times, Yeh and all of the other Aggrieved Employees were employees of the Carative Psychiatry Employers. At all relevant times with regard to Yeh and all of the other Aggrieved Employees, the Carative Psychiatry Employers were in the same business as Yeh and the Aggrieved Employees, decided when the work was performed,

decided how the work was performed, had right to fire without cause, decided what tools and instrumentalities were used (such as Zoom), closely supervised the work, decided whether there would be assistant workers, decided on the assistant workers, decided pay for assistant workers, gave detailed instructions, trained them for the work, decided the training, gave written work appraisals, gave ongoing training, was primary investor of money in business, set a regular payment schedule, controlled chances for profit and loss, made employees economically dependent, prepared the contract for the work, insured the work, expected relationship with the Aggrieved Employees of indefinite duration, assigned patients, collected payment from patients, decided the advertising for the work, decided pay rate for work, and only assigned work within the Carative Psychiatry Employers' usual business scope. The Carative Psychiatry Employers engaged, suffered, and permitted them to work. The Carative Psychiatry Employers could terminate Yeh and all of the other Aggrieved Employees at will. The Carative Psychiatry Employers trained Yeh and all of the other Aggrieved Employees how to perform some or all aspects of their work. The Carative Psychiatry Employers assigned Yeh and all of the other Aggrieved Employees the patients they serviced. The Carative Psychiatry Employers collected payment from the patients. The Carative Psychiatry Employers paid Yeh and all of the other Aggrieved Employees a nonnegotiable rate of pay per work activity. The work Yeh and all of the other Aggrieved Employees performed was wholly within the scope of the Carative Psychiatry Employers' usual course of business. The Carative Psychiatry Employers knew or should have known their actions of misclassifying Yeh and all of the other Aggrieved Employees as independent contractors violated California law.

The Carative Psychiatry Employers misclassified Yeh and all of the other Aggrieved Employees as independent contractors and engaged in a pattern and/or practice of so doing. Through his misclassification of Yeh and every other Aggrieved Employee, the Carative Psychiatry Employers have engaged in a pattern and practice of willful misclassification of their employees as independent contractors for their own financial benefit. Each person or entity referenced above collectively as the Carative Psychiatry Employers advised the others to treat Yeh and all of the other Aggrieved Employees at issue in this case as independent contractors.

Accordingly, Yeh seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows:

1. \$25,000.00 for each aggrieved employee for each violation of Labor Code section 226.8 as part of a pattern or practice in addition to any other

penalties or fines permitted by law (penalties set by Labor Code section 226.8(c)); or alternatively,

2. \$15,000.00 for each aggrieved employee for each violation of Labor Code section 226.8 in addition to any other penalties or fines permitted by law (penalties set by Labor Code section 226.8(b)).

Knowingly Advising an Employer to Misclassify
(Labor Code §§ 558.1 and 2750.3)

In relevant part, Labor Code section 558.1 states:

- (a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.
- (b) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

At all relevant times, Ashley Cyronak was an employer of Yeh and all of the other Aggrieved Employees, and/or “owner,” “managing agent,” and/or “officer” of the Carative Psychiatry Employers. Ashley Cyronak directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of the Aggrieved Employees, and caused the violations to the Labor Code and the Wage Order described above.

At all relevant times, Yeh and all of the other Aggrieved Employees were employees of Ashley Cyronak. Ashley Cyronak engaged, and suffered and permitted, Yeh and all of the other Aggrieved Employees to work. Ashley Cyronak was clearly aware that Yeh and all of the other Aggrieved Employees worked for the Carative Psychiatry Employers and had the power to prevent them from working. Ashley Cyronak also exercised control over Yeh and all of the other Aggrieved Employees’ wages, hours,

and working conditions. Further, Ashley Cyronak had the right to control and exercised such control over the manner in which Yeh and all of the other Aggrieved Employees performed their work for Ashley Cyronak. The services they rendered were at all times an integral part of Ashley Cyronak's business. The relationship between Yeh and all of the other Aggrieved Employees, on one hand, and Ashley Cyronak, on the other, was terminable at will without cause. Despite these circumstances, Ashley Cyronak willfully advised the Carative Psychiatry Employers to misclassify Yeh and all of the other Aggrieved Employees as independent contractors and misclassified Yeh and all of the other Aggrieved Employees as independent contractors. Ashley Cyronak has engaged in a pattern and/or practice of doing so.

Labor Code § 2753 provides for joint and several liability for a person who "knowingly advises an employer to treat an individual as an independent contractor to avoid employee status for that individual." Ashley Cyronak is and was, at relevant times, an owner, director, officer, or managing agent of the Carative Psychiatry Employers and violated or caused to be violated the provisions regulating the misclassification of employees as independent contractors. Ashley Cyronak knowingly advised the Carative Psychiatry Employers to treat Yeh and all of the other Aggrieved Employees as independent contractors and not employees. Therefore, Ashley Cyronak is individually liable for misclassification and the penalties recited below.

Failure To Pay Wages For All Hours Worked At The Correct
Rates of Pay
(Lab. Code §§ 510, 1194, 1197, and 1198)

Under Labor Code section 1197, "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

In relevant part, section 2(K) of the Wage Order states,

"Hours worked" means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so[.]

In relevant part, Labor Code section 1194 states:

- (a) 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.

In relevant part, Labor Code section 510 states:

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.

In relevant part, Section 3 of the Wage Order states:

The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 in a workweek unless the employee receives one and one half (1½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (a) One and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek;

- (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek; and
- (c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.

Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

In conjunction, these provisions of the Labor Code require employers to pay employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including hours spent working "off-the-clock" (before punching in or after punching out on a time clock) when the employer knew or reasonably should have known that employees were working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

The Carative Psychiatry Employers required Yeh and the other Aggrieved Employees to perform a variety of activities each day without pay, including communications with the Carative Psychiatry Employers' patients. The Carative Psychiatry Employers required Yeh and the other Aggrieved Employees to remain on-call throughout the workday and they were not paid for the time.

The Carative Psychiatry Employers required Yeh and the other Aggrieved Employees to work over eight hours per day, over 40 hours per week, and on the seventh day of the same workweek. During such workdays and workweeks, the Carative Psychiatry Employers required Yeh and the other Aggrieved Employees to perform a variety of activities each day without pay, including communications with the Carative Psychiatry Employers' patients. Also during such workdays and workweeks, the Carative Psychiatry Employers required Yeh and the other Aggrieved Employees to remain on-call throughout the workday and they were not paid for the time.

The Carative Psychiatry Employers required Yeh and the other Aggrieved Employees to work over 12 hours per day and over eight hours on the seventh day of the same workweek. During such workdays and workweeks, the Carative Psychiatry Employers required Yeh and the other Aggrieved Employees to perform a variety of activities each day without pay, including communications with the Carative Psychiatry Employers'

patients. Also during such workdays, the Carative Psychiatry Employers required Yeh and the other Aggrieved Employees to remain on-call throughout the workday and they were not paid for the time.

With respect to overtime wages, the regular rate of pay under California law must include “all remuneration for employment paid to, on behalf of, the employee.” O.L. 2002.06.14 (quoting 29 U.S.C. § 207(e)). This requirement includes, but is not limited to bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893, 904–05. Bonuses must be included in the regular rate whether they are the sole source of the employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§ 778.117, 778.208. *See Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379. At all relevant times during their work for the Carative Psychiatry Employers, Yeh and all of the other Aggrieved Employees earned session rates during pay periods in which they worked hours qualifying for overtime and/or double time premium pay rates. However, the Carative Psychiatry Employers failed to pay to Yeh and all of the other Aggrieved Employees session rate overtime and double time premium pay on such session rates, and other non-discretionary compensation.

At all relevant times during the applicable limitations period, the Carative Psychiatry Employers failed to compensate Yeh and all of the other Aggrieved Employees for all hours worked, including, but not limited to minimum, regular, overtime, and doubletime wages for all hours they worked at the correct rates of pay. Accordingly, Yeh now seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows:

1. \$50 for each aggrieved employee for each initial violation of Labor Code § 510, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code § 558);
2. \$100 for each aggrieved employee for each initial violation of Labor Code § 1194, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2));
3. \$100 for each underpaid aggrieved employee for each initial violation of Labor Code § 1197, and \$250 for each underpaid aggrieved employee for each subsequent violation per pay period (regardless of whether the initial violations were intentionally committed), in addition to an amount

sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203 (penalties set by Labor Code § 1197.1) and

4. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

Failure to Pay for Rest and Recovery Periods and Other Nonproductive Time
(Lab. Code § 226.2)

In relevant part, Labor Code section 226.2 states,

- (a) For employees compensated on a piece-rate basis during a pay period, the following shall apply for that pay period:
 - (1) Employees shall be compensated for rest and recovery periods and other nonproductive time separate from any piece-rate compensation.
 - ...
 - (3) (A) Employees shall be compensated for rest and recovery periods at a regular hourly rate that is no less than the higher of:
 - (i) An average hourly rate determined by dividing the total compensation for the workweek, exclusive of compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of rest and recovery periods.
 - (ii) The applicable minimum wage.

At all relevant times during the applicable limitations period, the Carative Psychiatry Employers failed to separately compensate Yeh and all of the other Aggrieved

Employees for rest and recovery periods and other nonproductive time, including but not limited to preparing lessons, communicating with students and parents, preparing records and reports, and related duties. The Carative Psychiatry Employers required Yeh and the other Aggrieved Employees to perform a variety of activities each day without pay, including communications with the Carative Psychiatry Employers' patients. The Carative Psychiatry Employers required Yeh and the other Aggrieved Employees to remain on-call throughout the workday and they were not paid for the time. Accordingly, Yeh seeks civil penalties on behalf of himself and all of the other Aggrieved Employees \$100 for each aggrieved employee for each initial violation of Labor Code section 226.2, subdivisions (a)(1) and (a)(4) and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure To Provide Sick Leave
(Labor Code §§ 233, 246, and 246.5)

Labor Code section 233 states,

Any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5.

Labor Code section 246(a)(1) states,

An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.

Labor Code section 246.5 states,

- (a) Upon the oral or written request of an employee, an employer shall provide paid sick days for the following purposes:
 - (1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.

...

- (c) (1) An employer shall not deny an employee the right to use accrued sick days ...

The Carative Psychiatry Employers failed to provide Yeh and all of the other Aggrieved Employees with paid sick leave.

Accordingly, Yeh now seeks civil penalties for these Labor Code violations that the Carative Psychiatry Employers have committed against him and all of the other Aggrieved Employees as follows:

1. For violations of Labor Code section 233, \$100 per aggrieved employee for each of the pay periods in which initial violations of section 233 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of section 233 occurred (penalties set by Labor Code section 2699(f)(2));
2. For violations of Labor Code section 246, \$100 per aggrieved employee for each of the pay periods in which initial violations of section 246 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of section 246 occurred (penalties set by Labor Code section 2699(f)(2)); and
3. For violations of Labor Code section 246.5, \$100 per aggrieved employee for each of the pay periods in which initial violations of section 246.5 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of section 246.5 occurred (penalties set by Labor Code section 2699(f)(2)).

Failure to Provide Meal Periods
(Lab. Code §§ 226.7, 512, and 1198)

In relevant part, section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states, “The employment of any employee ... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Labor Code section 512 states:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

In relevant part, section 11 of the Wage Order states:

Meal Periods

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. . . .
- (B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial

Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

At all relevant times, the Carative Psychiatry Employers failed to provide Yeh and all of the other Aggrieved Employees with all timely meal periods. The Carative Psychiatry Employers denied Yeh and all of the other Aggrieved Employees their 30-minute off-duty meal period within the first five hours of work. The Carative Psychiatry Employers scheduled Yeh and the other Aggrieved Employees to conduct back-back patient sessions from the beginning of their workday until over five hours had passed. There was no time available for a 30-minute duty free meal period. Furthermore, the Carative Psychiatry Employers failed to pay premium wages for days on which they failed to provide Yeh and all of the other Aggrieved Employees with timely meal periods. Accordingly, Yeh now seeks civil penalties for these Labor Code violations that the Carative Psychiatry Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2));
2. \$50 for each aggrieved employee for each initial violation of Labor Code section 512, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code section 558); and
3. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Authorize and Permit Rest Periods
(Lab. Code §§ 226.7 & 1198)

Section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states,

The employment of any employee . . . under conditions of labor prohibited by the [Wage Order] is unlawful.

Section 12 of the Wage Order provides, in relevant part:

Rest Periods:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable

statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

The Carative Psychiatry Employers failed to authorize and permit Yeh and all of the other Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every four hours worked or major fraction thereof. The Carative Psychiatry Employers did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. The Carative Psychiatry Employers scheduled Yeh and the other Aggrieved Employees to conduct back-back patient sessions from the beginning of their workday until over five hours had passed. There was no time available for a 10-minute duty free rest period. Moreover, the Carative Psychiatry Employers failed to pay Yeh and all of the other Aggrieved Employees premium wages on workdays the Carative Psychiatry Employers failed to provide Yeh and all of the other Aggrieved Employees with 10-minute rest periods every four hours worked or major fraction thereof. Accordingly, Yeh now seeks civil penalties for these Labor Code violations that the Carative Psychiatry Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Reimburse for Expenses
(Lab. Code §§ 1198 and 2802)

In pertinent part, Labor Code § 2802(a) states, “An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.”

Additionally, the Wage Order states,

- (A) When uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.
...
- (B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.

Wage Order, § 9(B).

Labor Code Section 1198 prohibits an employer from employing any person under conditions that violate the Wage Order.

As described above, the Carative Psychiatry Employers required Yeh and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The Carative Psychiatry Employers required Yeh and all of the other Aggrieved Employees to supply mobile phones, telecom, computer/laptop, insurance, licenses, and fees to perform their job duties. However, the Carative Psychiatry Employers did not provide these items and did not reimburse Yeh and the other Aggrieved Employees for these items. Accordingly, Yeh seeks civil penalties for these Labor Code violations that the Carative Psychiatry Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 2802, and \$200 for each aggrieved employee for each subsequent

violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and

2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Provide Accurate Wage Statements
(Lab. Code § 226)

Labor Code section 226(a) requires an employer to provide an employee, either semi-monthly or at the time of each wage payment, with an accurate and itemized written wage statement that shows:

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, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;
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.

At all relevant times during the applicable limitations period, the Carative Psychiatry Employers violated Labor Code section 226 because they did not properly and accurately itemize each Aggrieved Employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the Aggrieved Employee and other requirements of Labor Code section 226. The Carative Psychiatry Employers failed to state in the wage statements they issued to Yeh and all of the other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, regular and overtime wages for work they performed off-the-clock after clocking-out (as described above). The Carative Psychiatry Employers knowingly and intentionally failed to state on the wage statements they issued to Yeh and all of the other Aggrieved Employees the earned but unpaid wages described above. The wage statements do not state all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, all unlawfully deducted wages, all split shift premium wages earned, all earned wages subject to discount, all reporting time pay earned, the employer's name and address, all earned sick pay, all nonproductive time, all nonproductive time wages earned, all rest and recovery time, all rest and recovery time wages earned, start date of pay period, end date of pay period, gross wages earned, net wages earned, all deductions, name of employee, SSN (last 4 digits) or EEID#, name of employer, address of employer, all hourly rates, all hours work at each rate of pay, and other required information.

Accordingly, Yeh seeks civil penalties for the Labor Code violations that the Carative Psychiatry Employers have committed against him and all of the other Aggrieved Employees as follows: \$250 for each aggrieved employee for each initial violation of Labor Code section 226(a), and \$1,000 for each aggrieved employee for each subsequent violation (penalties set by Labor Code section 226.3).

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Failure To Provide Notice of Available Sick Leave
(Labor Code § 246)

Labor Code § 246 states,

An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages.

Lab.Code § 246(h) (effective July 1, 2015). The Carative Psychiatry Employers failed to provide Yeh and all of the other Aggrieved Employees with an itemized wage statement or separate writing that set forth the amount of paid sick leave available. Accordingly, Yeh seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows: For violations of Labor Code § 246, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 246 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 246 occurred (penalties set by Labor Code § 2699(f)(2)).

Failure to Provide Wage Statements with Rest and Recovery Time
(Lab. Code § 226.2)

Labor Code section 226.2 states,

- (a) For employees compensated on a piece-rate basis during a pay period, the following shall apply for that pay period:

...

- (2) The itemized statement required by subdivision (a) of Section 226 shall, in addition to the other items specified in that subdivision, separately state the following, to which the provisions of Section 226 shall also be applicable:
 - (A) The total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period.

Labor Code section 2699.3(c) allows employers the chance to “cure” violations of provisions not listed under 2699.5 within 33 days of the postmark date of the aggrieved employee’s written notice to the LWDA. Section 226.2 is not a provision listed under 2699.5.

Labor Code section 2699(d) states,

For purposes of this part, “cure” means that the employer abates each violation alleged by any aggrieved employee, the employer is in compliance with the underlying statutes as specified in the notice required by this part, and any aggrieved employee is made whole.

Labor Code section 2699.3(c)(B)(ii) limits this right to once in a 12-month period. After the employer cures the violation, it must give written notice, along with a description of actions taken, by certified mail to the aggrieved employee or representative and the agency within the 33-day period.

The Carative Psychiatry Employers failed to provide Yeh and all of the other Aggrieved Employees with statements of the total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those activities during the pay period. Accordingly, Yeh now seeks civil penalties on behalf of himself and all of the other Aggrieved Employees \$100 for each aggrieved employee for each initial violation of Labor Code section 226.2, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Timely Pay Wages During Employment
(Lab. Code § 204)

Labor Code section 204 states all wages (other than those mentioned in Labor Code sections 201 and 202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

The Carative Psychiatry Employers failed to compensate Yeh and all of the other Aggrieved Employees for wages earned, including minimum wages, regular wages, overtime wages, doubletime wages, unprovided meal period premium wages, unprovided rest break premium wages, nonproductive time, rest and recovery time, and other compensation, at the intervals stated above. As a result, the Carative Psychiatry Employers failed to timely pay all earned wages due during employment within the time periods set by Labor Code section 204. Accordingly, Yeh now seeks civil penalties for the Labor Code violations that the Carative Psychiatry Employers have committed against him and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code section 204, and \$200 for each aggrieved employee for each subsequent violation, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code section 210).

Failure to Timely Pay Wages Upon Termination of Employment
(Lab. Code §§ 201, 202, and 203)

Under Labor Code § 201, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under § 202, if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting. *Id.*

Under Labor Code § 203, if an employer willfully fails to pay without abatement or reduction, in accordance with §§ 201 and 202, the wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

The Carative Psychiatry Employers failed to pay Yeh and all of the other Aggrieved Employees whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Yeh, including minimum wages,

regular wages, overtime wages, doubletime wages, unprovided meal period premium wages, unprovided rest break premium wages, nonproductive time, rest and recovery time, and other compensation. Additionally, the Carative Psychiatry Employers failed to issue to Yeh and all of the other Aggrieved Employees whose employment ended their final paychecks until the next regular pay day following the termination. By failing to pay Yeh and all of the other Aggrieved Employees as set forth above at the end of employment, the Carative Psychiatry Employers are liable for violations of Labor Code §§ 201, 202, and 203. Accordingly, on behalf of himself and all of the other Aggrieved Employees, Yeh seeks civil penalties from the Carative Psychiatry Employers as follows:

1. For violations of Labor Code § 201, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 201 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 201 occurred (penalties set by Labor Code § 2699(f)(2));
2. For violations of Labor Code § 202, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 202 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 202 occurred (penalties set by Labor Code § 2699(f)(2)); and
3. For violations of Labor Code § 203, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 203 occurred, and \$200 for per aggrieved employee per pay period in which subsequent violations of § 203 occurred (penalties set by Labor Code § 2699(f)(2)).

Failure to Provide Signed and Complete Commission Agreements
(Lab. Code § 2751)

Labor Code § 2751 states:

- (a) Whenever an employer enters into a contract of employment with an employee for services to be rendered within this state and the contemplated method of payment of the employee involves commissions, the contract shall be in writing and shall set forth the method by which the commissions shall be computed and paid.
- (b) The employer shall give a signed copy of the contract to every employee

who is a party thereto and shall obtain a signed receipt for the contract from each employee. In the case of a contract that expires and where the parties nevertheless continue to work under the terms of the expired contract, the contract terms are presumed to remain in full force and effect until the contract is superseded or employment is terminated by either party.

- (c) As used in this section, “commissions” has the meaning set forth in Section 204.1. For purposes of this section only, “commission” does not include any of the following:
- (1) Short-term productivity bonuses such as are paid to retail clerks.
 - (2) (Temporary, variable incentive payments that increase, but do not decrease, payment under the written contract.
 - (3) Bonus and profit-sharing plans, unless there has been an offer by the employer to pay a fixed percentage of sales or profits as compensation for work to be performed.

At all relevant times, the Carative Psychiatry Employers have failed to provide Yeh and all of the other Aggrieved Employees with signed commission agreements stating how they would be compensated. As a result, the Carative Psychiatry Employers have violated Labor Code § 2751. Accordingly, Yeh seeks civil penalties on behalf of himself and all of the other Aggrieved Employees for the violations of Labor Code § 2751 at \$100 per aggrieved employee for each of the pay periods in which initial violations of § 2751 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 2751 occurred (penalties set by Labor Code § 2699(f)(2)).

Failure to Maintain Accurate Employment Records
(Lab. Code §§ 1174 & 1198)

Labor Code section 1174, which also pertains to recordkeeping, states:

Every person employing labor in this state shall:

...

- (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.
- (d) Keep, 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, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

Labor Code section 1174.5 states:

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).

Section 7 of Wage Order states,

- (a) Every employer shall keep accurate information with respect to each employee including the following:
 - (1) Full name, home address, occupation, and social security number.
 - (2) Birth date, if under 18 years, and designation as a minor.
 - (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest

periods need not be recorded.

- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

The Carative Psychiatry Employers failed to compensate Yeh and all of the other Aggrieved Employees for all hours worked at the correct rates of pay, including all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, all unlawfully deducted wages, all split shift premium wages earned, all earned wages subject to discount, all reporting time pay earned, the employer's name and address, all earned sick pay, all nonproductive time, all nonproductive time wages earned, all rest and recovery time, all rest and recovery time wages earned, start date of pay period, end date of pay period, gross wages earned, net wages earned, all deductions, name of employee, SSN (last 4 digits) or EEID#, name of employer, address of employer, all hourly rates, all hours work at each rate of pay, and related compensation. As a result, the Carative Psychiatry Employers have failed to accurately maintain all records required by section 1174 and the Wage Order, including but not limited to Yeh and all of the other Aggrieved Employees' total hours worked, total wages paid, and applicable hourly rates during each payroll period. Accordingly, Yeh seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows:

1. \$500 for each aggrieved employee for each violation of Labor Code section 1174 (penalties set by Labor Code section 1174.5); and

2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Person Acting on Behalf of Employers who Violates Labor Code
(Labor Code § 558.1)

In relevant part, Labor Code section 558.1 states:

- (a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.
- (b) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

At all relevant times, Ashley Cyronak was an employer of Yeh and all of the other Aggrieved Employees, and/or “owner,” “managing agent,” and/or “officer” of the Carative Psychiatry Employers and the other employers identified above. Ashley Cyronak directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of the Aggrieved Employees, and caused the violations to the Labor Code and the Wage Order described above. On behalf of himself and all of the other Aggrieved Employees, Yeh seeks the same civil penalties against Ashley Cyronak on the same grounds for which he seeks civil penalties against the Carative Psychiatry Employers.

Conclusion

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Pai Yeh will seek both reasonable attorneys’ fees and costs under Labor Code section 2699(g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under

LWDA / The Carative Psychiatry Employers

Re: Pai Yeh

July 16, 2025

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the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



David Spivak, Esq.

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cc: Mr. Pai Yeh

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