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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By J. Ortler ,Deputy Clerk

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

KOURTNEY SPRIGGS, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

ONEWELL OF CALIFORNIA LLC, a
California limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 26CU032972C

**PAGA REPRESENTATIVE ACTION
COMPLAINT FOR:**

**(1) VIOLATION OF LABOR CODE § 2698,
ET SEQ., THE PRIVATE ATTORNEYS
GENERAL ACT**

DEMAND OVER \$35,000

1 Plaintiff KOURTNEY SPRIGGS (“Plaintiff”) hereby submits this PAGA Representative
2 Action Complaint (“Complaint”) against Defendant ONEWELL OF CALIFORNIA LLC
3 (“Defendant” or the “Company”), and Does 1 through 50 (hereinafter collectively referred to as
4 “Defendants”), on behalf of herself and all other aggrieved employees of Defendants for
5 penalties pursuant to the Private Attorneys General Act, Labor Code § 2698, *et seq.* (“PAGA”),
6 for Defendants’ violations of the California Labor Code, as follows:

7 **INTRODUCTION**

8 1. This action is within the Court’s jurisdiction under California Labor Code §§ 201-
9 203, 226, 226.7, 512, and 2698, *et seq.*, and the applicable Industrial Welfare Commission
10 (“IWC”) Wage Orders.

11 2. This Complaint challenges systemic illegal employment practices resulting in
12 violations of the California Labor Code against employees of Defendants.

13 3. Plaintiff is informed and believes and based thereon alleges that Defendants,
14 jointly and severally, have acted intentionally and with deliberate indifference and conscious
15 disregard to the rights of all employees by failing to provide proper off-duty meal and rest breaks
16 and pay the requisite premium compensation, failing to pay wages upon separation of
17 employment, and failing to provide accurate itemized wage statements.

18 4. Plaintiff is informed and believes and based thereon alleges that Defendants have
19 engaged in, among other things, a system of willful violations of the California Labor Code and
20 the applicable IWC Wage Orders by creating and maintaining policies, practices, and customs
21 that knowingly deny employees the above stated rights and benefits.

22 **JURISDICTION AND VENUE**

23 5. The Court has jurisdiction over the violations of the California Labor Code §§
24 201-203, 226, 226.7, 512, and 2698, *et seq.*, and the applicable IWC Wage Orders.

25 6. Venue is proper in San Diego County, because Plaintiff and other employees
26 worked for Defendants in this County.

27 **PARTIES**

28 7. Plaintiff was employed by Defendants as an hourly, non-exempt employee from

1 on or about March 17, 2025 to on or about March 20, 2026. Plaintiff worked for Defendants in
2 San Diego, California.

3 8. Plaintiff was and is a victim of the policies, practices, and customs of Defendants
4 complained of in this action in ways that have deprived Plaintiff of the rights guaranteed by
5 California Labor Code §§ 201-203, 226, 226.7, 512, and 2698, *et seq.*, and the applicable IWC
6 Wage Orders.

7 9. Plaintiff is informed and believes and based thereon alleges that Defendant
8 Onewell of California LLC was and is a California limited liability company doing business in
9 the State of California, including the County of San Diego. Plaintiff is informed and believes
10 and based thereon alleges that Defendant Onewell of California LLC is a business that provides
11 home and community-based services including caregiving services.

12 10. Plaintiff is informed and believes and based thereon alleges that at all times herein
13 mentioned Defendant and Does through 50 are and were business entities, individuals, and
14 partnerships, licensed to do business and actually doing business in the State of California.

15 11. As such, and based upon all the facts and circumstances incident to Defendants'
16 business in California, Defendants are subject to California Labor Code §§ 201-203, 226, 226.7,
17 512, and 2698, *et seq.*, and the applicable IWC Wage Orders.

18 12. Plaintiff does not know the true names or capacities, whether individual, partner,
19 or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason,
20 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
21 Complaint when the true names and capacities are known. Plaintiff is informed and believes and
22 based thereon alleges that each of said fictitious Defendants was responsible in some way for the
23 matters alleged herein and proximately caused Plaintiff and members of the general public and
24 Class to be subject to the illegal employment practices, wrongs, and injuries complained of
25 herein.

26 13. At all times herein mentioned, each of said Defendants participated in the doing
27 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
28 Defendants, and each of them, were the agents, servants, and employees of each of the other

Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

14. Plaintiff is informed and believes and based thereon alleges that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or joint venturer of, or working in concert with each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

15. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership, and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

16. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE § 2698, *ET SEQ.*

(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)

17. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

18. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees in the State of California from March 25, 2025, through the present, for Defendants' violations of Labor Code §§ 201-203, 226, 226.7, and 512, arising from Defendants' policy and practice of: (1) failing to provide off-

1 duty meal periods and/or pay the requisite meal period premium wages for said meal period
2 violations, in violation of Labor Code §§ 201-203, 226.7, and 512; (2) failing to provide off-duty
3 rest periods and/or pay the requisite rest period premium wages for said rest period violations, in
4 violation of Labor Code §§ 201-203 and 226.7; (3) failing to pay wages upon separation of
5 employment, in violation of Labor Code §§ 201-203; and (4) failing to provide accurate itemized
6 wage statements, in violation of Labor Code § 226.

7 19. Specifically, Plaintiff alleges that Defendants failed to provide off-duty meal
8 periods and/or pay the requisite meal period premium wages. Labor Code §§ 226.7 and 512
9 require an employer to provide a duty-free, 30-minute meal period within the first five (5) hours
10 for shifts in excess of five (5) hours per day. Plaintiff and Aggrieved Employees regularly
11 worked in excess of five (5) hours per day and accordingly had a right to take a 30-minute meal
12 period each day worked in excess of five (5) hours. Defendants failed in their affirmative
13 obligation to ensure that Plaintiff and Aggrieved Employees had the opportunity to take and were
14 provided with off-duty meal periods in accordance with the mandate of the California Labor
15 Code. At all relevant times, Plaintiff and Aggrieved Employees were suffered and permitted to
16 work through legally required meal breaks and were denied the opportunity to take their off-duty
17 meal breaks.

18 20. As such, Plaintiff and Aggrieved Employees were denied legally compliant off-
19 duty meal periods, and thus Defendants are responsible for paying premium compensation
20 pursuant to Labor Code §§ 226.7 and 512. Labor Code § 226.7(c) provides that “the employer
21 shall pay the employee one additional hour of pay at the employee’s regular rate of
22 compensation for each workday that the meal or rest or recovery period is not provided.”
23 Defendants, as a matter of corporate policy and procedure, regularly failed to pay such premium
24 compensation for each 30-minute duty-free meal period Plaintiff and Aggrieved Employees
25 missed.

26 21. Plaintiff also alleges that Defendants failed to provide off-duty rest periods and/or
27 pay the requisite rest period premium wages. Labor Code § 226.7 requires an employer to
28 provide a duty-free, 10-minute rest period for every 4 hours worked, or major fraction thereof.

1 Plaintiff and Aggrieved Employees regularly worked shifts of three and one-half (3.5) hours or
2 more per day, and accordingly had a right to take a 10-minute rest period each day. Furthermore,
3 Plaintiff and Aggrieved Employees who worked shifts of seven and one-half (7.5) hours or more
4 per day had a right to take a second 10-minute rest period. 25.29. At all relevant times,
5 Defendants failed in their affirmative obligation to ensure that Plaintiff and Aggrieved
6 Employees had the opportunity to take and were provided with off-duty rest periods in
7 accordance with the mandate of the California Labor Code. At all relevant times, Plaintiff and
8 Aggrieved Employees were suffered and permitted to work through legally required rest breaks
9 and were denied the opportunity to take their off-duty test breaks.

10 22. As such, Plaintiff and Aggrieved Employees were denied legally compliant off-
11 duty rest periods, and thus Defendants are responsible for paying premium compensation. Labor
12 Code § 226.7(c) provides that “the employer shall pay the employee one additional hour of pay
13 at the employee’s regular rate of compensation for each workday that the meal or rest or
14 recovery period is not provided.” Defendants, as a matter of corporate policy and procedure,
15 regularly failed to pay such premium compensation for each rest period Plaintiff and Aggrieved
16 Employees missed.

17 23. As a result of the violations above, the wage statements issued to Plaintiff and
18 Aggrieved Employees failed to identify the correct gross wages earned, net wages earned, hourly
19 rates of pay and hours worked, premium pay, in violation of Labor Code § 226(a).

20 24. Additionally, Plaintiff and Aggrieved Employees who have separated from
21 employment were not paid all wages due and owing at the time of their separation from
22 employment, in violation of Labor Code §§ 201-203.

23 25. On or about March 26, 2026, Plaintiff sent written notice to the California Labor
24 & Workforce Development Agency (“LWDA”) of Defendants’ violations of Labor Code §§ 201-
25 203, 226, 226.7, and 512, pursuant to the PAGA. In addition to the LWDA, Plaintiff also sent
26 her notice to Defendants via certified mail pursuant to Labor Code § 2699.3.

27 26. As of the date of the filing of this Complaint, the LWDA has not indicated that it
28 intends to investigate the Labor Code violations provided for in the written notice. Therefore,

1 Plaintiff may seek applicable penalties under the PAGA.

2 27. Such a pattern, practice and uniform administration of corporate policy as
3 described herein is unlawful and creates an entitlement to recovery by the Plaintiff on behalf of
4 the State of California, in a civil action, for penalties pursuant to the PAGA for violations of
5 Labor Code §§ 201-203, 226, 226.7, and 512, including interest thereon, attorneys' fees, and
6 costs of suit according to the mandate of PAGA for Defendant's violations of Labor Code §§
7 201-203, 226, 226.7, and 512.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays for judgment individually and all others on whose behalf
10 this suit is brought against Defendants, jointly and severally, as follows:

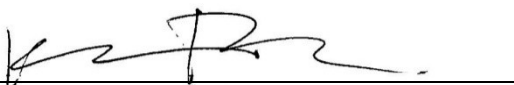
11 1. Upon the First Cause of Action, for the full amount of civil penalties pursuant to
12 California Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;

13 2. For attorneys' fees and costs as provided by California Labor Code § 2699, and
14 Code of Civil Procedure § 1021.5; and

15 3. Such other and further relief as the Court may deem just and proper.

16
17 DATED: June 16, 2026

DIVERSITY LAW GROUP, P.C.

18
19 By: 

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Attorneys for Plaintiff and the Aggrieved
Employees