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Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By L. Gonzalez ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

APRIL WARREN on behalf of herself, all others similarly situated, and on behalf of the general public,

Plaintiffs,

v.

AYA LIVING INC.; and DOES 1-100,

Defendants.

Case No. 26CU046651C

PLAINTIFF APRIL WARREN'S PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA") COMPLAINT FILED PURSUANT TO CALIFORNIA LABOR CODE § 2698, ET. SEQ.

1. **Violation of the PAGA for Failure to Pay All Straight Time Wages;**
2. **Violation of the PAGA for Failure to Pay All Overtime Wages;**
3. **Violation of PAGA for Failure to Provide Meal Periods;**
4. **Violation of PAGA for Failure to Provide Rest Periods;**
5. **Violation of the PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions;**
6. **Violation of the PAGA for Failure to Pay All Wages Due at the Time of Termination of Employment; and**
7. **Violation of PAGA for Failure to Reimburse Business Expenses Incurred in Discharging Duties.**

DEMAND FOR JURY TRIAL

Plaintiff APRIL WARREN (hereinafter referred to as "Plaintiff" or "Ms. Warren"), on behalf herself and all other non-exempt, hourly employees who worked in California (hereinafter referred to as the "Aggrieved Employees"), files this Complaint against Defendant AYA LIVING INC. ("DEFENDANT" OR "AYA LIVING") and/or DOES 1-100.

I. INTRODUCTION

1. This is a representative action seeking recovery of penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), California Labor Code Sections 2698 et. seq., against AYA LIVING and/or DOES 1-100. The PAGA permits an "aggrieved employee" to bring a lawsuit on behalf of herself and other current and former employees to address an employer's violations of the *California Labor Code*.

2. AYA LIVING and/or DOES provide residential services and developmental programs to its clients.

3. AYA LIVING and/or DOES employ hourly, non-exempt employees, such as Ms. Warren, to provide these services to its clients.

4. AYA LIVING and/or DOES have maintained uniform policies that violate the wage and hour rights of Plaintiff and similarly situated non-exempt employees in the manner complained of herein.

5. This action is brought on behalf of Plaintiff and all other Aggrieved Employees of AYA LIVING and/or DOES who: worked a shift of at least five (5) hours without receiving a meal period; worked four (4) hours, or a major fraction thereof, without receiving a ten (10) minute net rest break; were not provided accurate itemized wage statements; were not paid compensation for all time worked at the straight or overtime rate; were not paid waiting time penalties; were not timely paid all wages owed; and were not reimbursed for all business expenses. Plaintiff seeks penalties on behalf of herself and all other Aggrieved Employees of Defendant and/or DOES as provided herein. This Complaint also seeks attorneys' fees and costs under the PAGA, *California Labor Code* section 2699(g)(1).

6. At all times mentioned herein, Plaintiff and the other Aggrieved Employees were not classified as "Exempt" or primarily employed in an executive, professional, or administrative capacity.

Thus, under California law, Plaintiff and the Aggrieved Employees should be: paid compensation for all time worked at the regular or overtime rate; provided meal periods; authorized and permitted to take rest periods; paid one hour of premium pay for all unprovided meal periods; paid one hour of premium pay for all rest periods that were not authorized and/or permitted; paid penalties for not being provided itemized wage statements; and paid penalties for not being paid timely at the time of termination.

7. At all times mentioned herein, AYA LIVING and/or DOES control the working conditions of Plaintiff and the Aggrieved Employees including, but not limited to, having the authority to hire and fire Plaintiff and the Aggrieved Employees, setting the wages of Plaintiff and the Aggrieved Employees, and instructing Plaintiff and the Aggrieved Employees when and/or where to work. In addition, AYA LIVING and/or DOES develop, wrote, dictated, approved and/or authorized wage and hour policies and/or practices that Plaintiff and the Aggrieved Employees labored under. These policies and/or practices included, but were not limited to, policies and/or practices regarding straight-time, overtime, meal periods, rest periods, wage statements, timing of payment, paying compensation at the time of termination, and business expense reimbursement. Further, AYA LIVING and/or DOES have the ability to prevent Plaintiff and the Aggrieved Employees from working.

II. JURISDICTION AND VENUE

8. Plaintiff is an individual residing in California. At all times relevant to this action, Plaintiff was employed by AYA LIVING and/or DOES in California. Plaintiff, and each of the Aggrieved Employees, were employees of AYA LIVING and/or DOES, and/or its operating divisions and subsidiaries, within the State of California. Plaintiff and each of the Aggrieved Employees were subject to the unlawful policies beginning one (1) year prior to the date Plaintiff sent Notice to the State of California Labor and Workforce Development Agency (LWDA).

9. Venue as to each Defendant and/or DOE is proper in this judicial district. Each Defendant and/or DOE operate facilities, employ hourly employees, conduct business, and commit *California Labor Code* violations within San Diego County and California. Each Defendant and/or DOE is within the jurisdiction of this Court for service of process purposes. The

unlawful acts alleged herein have a direct effect on Plaintiff and the other aggrieved employees situated within the State of California and within San Diego County. AYA LIVING and/or DOES employ numerous aggrieved employees in California and/or San Diego County.

10. Plaintiff brings this action on behalf of herself and the Aggrieved Employees of AYA LIVING and/or DOES pursuant to the PAGA. Plaintiff, as personal representatives of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the one (1) year period before Plaintiff filed Notice with the LWDA of her intent to bring this action, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least sixty-five (65) percent of the penalties recovered being reimbursed to the State of California and the LWDA.

11. There is no federal question at issue as the issues herein are based solely upon California statutes and law, including the *California Labor Code*, IWC Wage Orders, Code of Civil Procedure, and Civil Code.

12. The California Superior Court also has jurisdiction in this matter because the penalties sought exceed the minimum jurisdictional limits of the Superior Court and will be established at trial, according to proof. Defendant and/or DOES either own, maintain offices, transact business, have an agent or agents, have their principal place of business in, and/or otherwise are found within the County of San Diego, California.

III. THE PARTIES

A. Plaintiffs

13. Throughout the Statutory Period, Plaintiff APRIL WARREN is and was a resident of California. During the Statutory Period, Plaintiff APRIL WARREN is and was employed in a non-exempt capacity by Defendant AYA LIVING and/or DOES in California. Plaintiff APRIL WARREN is currently employed by Defendant AYA LIVING and/or DOES.

14. Plaintiff and the Aggrieved Employees were and are employed in the State of California by AYA LIVING and/or DOES. Plaintiff and the Aggrieved Employees are or were employed in a non-exempt, hourly capacity.

15. A notice correspondence showing compliance with *Labor Code* Section 2699.3 was sent to the LWDA and Defendant on or about May 21, 2026. This notice demonstrates that Plaintiff is an aggrieved employee and has standing to bring a representative action on behalf of the LWDA and as a private attorney general. The violations alleged in this notice also forms the basis for the allegations herein. No notice of investigation was received from the LWDA in the statutorily proscribed sixty-five (65) day period since the mailing of the notices of the action. Accordingly, Plaintiff files this action as a "Representative Action" as authorized by Labor Code section 2699.3(a)(2)(C).

B. Defendants

16. AYA LIVING and/or DOES provide residential services and developmental programs to its clients.

17. AYA LIVING and/or DOES employ hourly, non-exempt employees, such as Ms. Warren, to provide these services to its clients.

18. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct alleged, of the Defendants sued as DOES 1 through 100, inclusive, but on information and belief alleges that said Defendants are now, and/or at all times mentioned in this Complaint were doing business in the State of California and/or throughout the United States. Plaintiff is informed and believes that each of the Defendants designated as a DOE is legally responsible in some manner for the unlawful acts alleged. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE Defendants when ascertained.

19. Plaintiff is informed and believes each Defendant acted, in whole or in part, in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants as each Defendant has ratified, approved, and/or authorized the acts of each of the remaining Defendants.

20. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are partners, agents, owners, and/or shareholders of Defendants and/or DOES and were acting on behalf of Defendants and/or DOES at all times.

IV. GENERAL ALLEGATIONS

21. During all, or a portion, of the relevant time period, Plaintiff and each of the Aggrieved Employees were employed by AYA LIVING and/or DOES in the State of California. Plaintiff and the Aggrieved Employees are composed of all current and former non-exempt, hourly employees of AYA LIVING and/or DOES within the State of California.

22. At all times mentioned herein, Plaintiff and the Aggrieved Employees did not fall under the personal attendant exemption.

23. At all times mentioned herein, Plaintiff and the Aggrieved Employees spent more than twenty (20) percent of their time on tasks other than supervising patients, feeding patients, and dressing patients. For example, Plaintiff and the Aggrieved Employees spend more than twenty (20) percent of their time commuting to and from client's homes; cleaning client's homes; answering and responding to calls and text messages from their supervisors; completing reports; driving clients and/or client's family members; grocery shopping; completing paperwork; attending meetings; waiting for client and/or client's family members to attend doctor's appointments; doing laundry; and/or other tasks that are not supervising patients, feeding patients, and dressing patients.

24. Because Plaintiff and the Aggrieved Employees do not fall under the personal attendant exemption, they must be paid overtime over eight (8) hours in a day and over forty (40) hours in a week and must be provided with duty- and control-free meal and rest periods.

25. At all times mentioned herein, AYA LIVING and/or DOES fail to pay Plaintiff and the Aggrieved Employees all straight time and overtime wages owed.

26. At all times mentioned herein, AYA LIVING and/or DOES fail to provide Plaintiff and the Aggrieved Employees with meal periods that comply with California law and fail to authorize and permit rest periods that comply with California law.

27. At all times mentioned herein, AYA LIVING and/or DOES knew and/or should have known that Plaintiff and the Aggrieved Employees were entitled to be provided legally compliant meal periods in a timely manner or payment of one hour of pay as additional compensation at Plaintiff's and the aggrieved employees' regular rate of pay when they did not receive a timely,

uninterrupted meal period.

28. At all times mentioned herein, AYA LIVING and/or DOES require Ms. Warren and Aggrieved Employees to work through their meal periods thereby denying Ms. Warren and Aggrieved Employees of the right to be completely free from employer control under California law.

29. At all times mentioned herein, Ms. Warren and Aggrieved Employees are not free of all work duties and/or employer control during meal periods.

30. At all times mentioned herein, AYA LIVING and/or DOES breach the legal duty to provide meal periods to employees by failing to provide employees with meal periods within the timeframes outlined by California law. Specifically, AYA LIVING and/or DOES fail to provide Ms. Warren and the Aggrieved Employees with meal periods within the first five (5) continuous hours of work.

31. By failing to provide a duty-free meal period of not less than thirty (30) minutes for every shift of at least five (5) hours worked per day by Plaintiff and all Aggrieved Employees, and by failing to provide compensation for these unprovided meal periods, AYA LIVING and/or DOES willfully violate the provisions of Labor Code section 226.7, IWC Wage Order No. 15-2001, and California Code of Regulations, Section 15100(11). In addition, AYA LIVING and/or DOES fail to provide Plaintiff and the Aggrieved Employees with another duty-free meal period of not less than thirty (30) minutes for every shift of more than ten (10) hours per day.

32. At all times mentioned herein, AYA LIVING and/or DOES knew and/or should have known that Plaintiff and the Aggrieved Employees were entitled to be authorized and/or permitted to take legally compliant rest periods in a timely manner or payment of one hour of pay as additional compensation at Plaintiff's and the Aggrieved Employees' regular rate of pay when they were not authorized and/or permitted to take a legally compliant rest period.

33. At all times mentioned herein, AYA LIVING and/or DOES breach the legal duty to provide lawful rest periods to employees.

34. At all times mentioned herein, AYA LIVING and/or DOES have had a consistent policy and/or practice of not providing duty-free net ten-minute rest periods to Ms. Warren and all Aggrieved

Employees and/or providing compensation in lieu thereof.

35. At all times mentioned herein, AYA LIVING and/or DOES breached the legal duty to provide rest periods to employees by imposing a continuous and consistent policy requiring Ms. Warren and Aggrieved Employees to keep working during their rest periods, thereby denying Ms. Warren and Aggrieved Employees of the right to be completely free from employer control under California law.

36. At all times mentioned herein, Plaintiff and the Aggrieved Employees are not free of all work duties and/or employer control during rest periods.

37. By failing to provide paid net ten (10) minute rest periods for every four (4) hours or major fraction thereof, worked per day by Plaintiff and all Aggrieved Employees and by failing to provide compensation for these periods, AYA LIVING and/or DOES willfully violate the provisions of Labor Code section 226.7, IWC Wage Order No. 15-2001, and California Code of Regulations, Section 15100(12).

38. At all times mentioned herein, AYA LIVING and/or DOES knowingly and intentionally provide wage statements to employees that fail to specifically itemize everything required under *California Labor Code* section 226(a).

39. At all times mentioned herein, AYA LIVING and/or DOES knew and/or should have known that Plaintiff and the Aggrieved Employees were entitled to receive complete and accurate pay statements in accordance with California law.

40. At all times mentioned herein, AYA LIVING and/or DOES knew and/or should have known that they were not providing complete and accurate pay statements in accordance with California law to Plaintiff and the Aggrieved Employees.

41. At all times mentioned herein, AYA LIVING and/or DOES fail to pay all wages owed to Plaintiff and to other terminated or resigned Aggrieved Employees and failed to timely pay wages during employment.

42. At all times mentioned herein, AYA LIVING and/or DOES knew and/or should have known that they had a duty to compensate Plaintiff and the Aggrieved Employees in accordance with California law, and that AYA LIVING and DOES have the ability to pay such compensation,

but willfully and intentionally failed to do so, and AYA LIVING and DOES falsely represent to Plaintiff and the Aggrieved Employees that they were properly compensating Plaintiff and the Aggrieved Employees.

43. At all times mentioned herein, AYA LIVING and/or DOES knowingly and intentionally fail to pay all wages owed to non-exempt, hourly employees in a timely manner at the time non-exempt, hourly employees terminated their employment – either voluntarily or involuntarily – with AYA LIVING and/or DOES.

44. At all times mentioned herein, AYA LIVING and/or DOES knew and/or should have known that Plaintiff and the Aggrieved Employees were entitled to timely wages at the time of termination. AYA LIVING and/or DOES did not timely pay all wages owed, straight-time wages owed, overtime wages owed, meal period premiums, and rest period premiums owed at the time of termination.

45. At all times mentioned herein, AYA LIVING and/or DOES fail to pay Plaintiff and the Aggrieved Employees a sum certain at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter.

46. At all times mentioned herein, AYA LIVING and/or DOES knew and/or should have known that they had a duty to compensate Plaintiff and the other Aggrieved Employees in accordance with California law, and that AYA LIVING and/or DOES had the ability to pay such compensation, but willfully and intentionally failed to do so, and Defendant and DOES falsely represented to Plaintiff and the other aggrieved employees that they were properly compensating Plaintiff and the other Aggrieved Employees.

47. At all times mentioned herein, AYA LIVING and/or DOES knew and/or should have known that Plaintiff and the Aggrieved Employees were entitled to receive be reimbursed for business expenses in accordance with California law.

48. Plaintiff brings this action on behalf of herself and all Aggrieved Employees defined as all AYA LIVING'S non-exempt employees employed in California beginning one year prior to the date Plaintiff sent notice to the LWDA.

49. Plaintiff reserves the right to amend or modify the definition of Aggrieved Employees with

respect to the issues or in any other way.

FIRST CAUSE OF ACTION AGAINST AYA LIVING AND/OR DOES: Violation of the PAGA for Failure to Pay Straight Time Wages (*California Labor Code* §2698 et. seq.).

50. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

51. AYA LIVING and/or DOES have had a continuous policy of not paying Plaintiff and the Aggrieved Employees for all hours worked.

52. It is fundamental that an employer must pay its employees for the time worked. *California Labor Code* section 222 prohibits the withholding on part of a wage. *California Labor Code* section 223 prohibits the payment of less than a statutory or contractual wage scale. *California Labor Code* sections 1194 – 1197.1 prohibit the payment of less than the minimum wage. *California Labor Code* section 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly authorized in writing by the employee for specified purposes that do not in effect reduce the agreed upon wage.

53. Section 1197.1 of the *California Labor Code* states "[a]ny employer or other person acting individually as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties pursuant to Section 203."

54. AYA LIVING and/or DOES have had a continuous policy of not paying Plaintiff and those similarly situated for all hours worked. Specifically, Defendant and/or DOES have a continuous and consistent policy of requiring employees to work before clocking in, after clocking out, and during meal periods. Plaintiff and Aggrieved Employees are not paid for this time. Failing to pay for all hours worked while under AYA LIVING'S and/or DOES' control and/or while suffered or permitted to work has resulted in Plaintiff and Aggrieved Employees being deprived of straight time wages throughout the Statutory Period.

55. Further, AYA LIVING and/or DOES would contact Plaintiff and Aggrieved Employees

outside of work hours with work related questions. As such, AYA LIVING and/or DOES fail to pay Plaintiff and Aggrieved Employees for this time.

56. AYA LIVING and/or DOES also required Plaintiff and Aggrieved Employees to attend work related meetings but do not pay Plaintiff and Aggrieved Employees for this time.

57. Plaintiff and the Aggrieved Employees are informed and believe and thereon allege that AYA LIVING and/or DOES breach the legal duty to pay full wages to Plaintiff and the Aggrieved Employees by failing to pay employees for meal period time when employees were not relieved of all duties and employer control.

58. Defendant and/or DOES have a continuous policy of not paying Plaintiff and Aggrieved Employees for all hours worked in that Defendant and/or DOES continuously and consistently clock Plaintiff and Aggrieved Employees out for a meal period and/or require Plaintiff and Aggrieved Employees to record a meal period, even though Plaintiff and Aggrieved Employees work through their meal periods, were unable to take meal periods, and/or were not free of all work duties and employer controls during meal periods. Thus, Defendant and/or DOES shave/steal earned wages from Plaintiff and Aggrieved Employees every day they work without a meal period and have time deducted.

59. Likewise, Plaintiff and Aggrieved Employees are informed and believe and thereon allege that Defendant and/or DOES breached the legal duty to pay full wages to Plaintiff and Aggrieved Employees by deducting a portion of the wages earned by Plaintiff and Aggrieved Employees when they work through their meal periods and/or when Defendant and/or DOES record a meal period for Plaintiff and Aggrieved Employees when no meal period was taken. Specifically, Plaintiff and Aggrieved Employees work through their meal periods to satisfy their demanding work duties imposed by Defendant and/or DOES, thereby denying them the right to be completely free from employer control under California law. Further, Plaintiff and Aggrieved Employees are forced to work through their meal periods due to Defendant and/or DOES providing insufficient staffing.

60. Further, AYA LIVING and/or DOES fail to pay Plaintiff and the Aggrieved Employees all sick pay at the regular rate of pay.

61. Failing to pay for all hours worked while under AYA LIVING'S and/or DOES' control and/or while suffered or permitted to work has resulted in Plaintiff and the Aggrieved Employees being deprived of straight time wages.

62. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial unpaid wages, and lost interest on such wages, and expenses.

63. Plaintiff and the Aggrieved Employees were employed by AYA LIVING and/or DOES at all relevant times. AYA LIVING and/or DOES were required to compensate Plaintiff and the Aggrieved Employees for all hours worked and were prohibited from making deductions that had the effect of reducing the agreed upon wage.

64. AYA LIVING and/or DOES commit the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring Plaintiff and the Aggrieved Employees.

65. These claims are on behalf of Plaintiff and all non-exempt hourly employees employed by Defendant and/or DOES in California.

66. Plaintiff, as former "non-exempt" hourly employee of AYA LIVING and/or DOES who AYA LIVING and/or DOES fail to pay all wages. Therefore, Plaintiff is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as representatives of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5.

67. Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 510, 1194, 1197, and 1199.

68. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars ($100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars

($200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

69. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

SECOND CAUSE OF ACTION AGAINST AYA LIVING AND/OR DOES: Violation of the PAGA for Failure to Pay All Overtime Wages Owed

70. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

71. *California Labor Code* section 510 states that eight (8) hours of labor constitutes a day's work. Any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek and the first eight (8) 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 (1.5) times the regular rate of pay for an employee.

72. *California Labor Code* section 510 dictates that any work in excess of twelve (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 (8) 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.

73. AYA LIVING and/or DOES fail to pay overtime when employees worked over eight (8) hours per day and when employees worked over forty (40) hours per week.

74. Plaintiff and Aggrieved Employees were deprived of wages for all overtime hours worked because Defendant and/or DOES fail to pay them overtime wages for all overtime hours worked. This resulted in Plaintiff and Aggrieved Employees not being paid all overtime wages owed to them.

75. As outlined above, Plaintiff and the Aggrieved Employees do not meet the personal attendant exemption. Defendant and/or DOES rely on this exemption in failing to pay Plaintiff and the Aggrieved Employees overtime over eight (8) hours in a shift and forty (40) hours in a

workweek as well as double time for all hours over 12 in a shift. Accordingly, Plaintiff and the Aggrieved Employees are owed additional overtime wages.

76. Defendant and/or DOES have a continuous policy of not paying Plaintiff and Aggrieved Employees for all hours worked. Specifically, Defendant and/or DOES have a continuous and consistent policy of requiring employees to work before clocking in, after clocking out, and during meal periods. Plaintiff and Aggrieved Employees are not paid for this time. When Plaintiff and Aggrieved Employees work over eight (8) hours in a day, these hours are owed at an overtime rate.

77. In addition, Defendant and/or DOES have a continuous policy of not paying Plaintiff and Aggrieved Employees for all hours worked in that Defendant and/or DOES continuously and consistently clocks Plaintiff and Aggrieved Employees out for a meal period and/or requires Plaintiff and Aggrieved Employees to record a meal period, even though Plaintiff and Aggrieved Employees work through their meal periods, were unable to take meal periods, and/or were not free of all work duties and employer controls during meal periods. Thus, Defendant and/or DOES shave/steal earned wages from Plaintiff and Aggrieved Employees every day they work without a meal period and have time deducted. When employees work over eight (8) hours in a day, these hours are owed at an overtime rate.

78. Likewise, Plaintiff and Aggrieved Employees are informed and believe and thereon allege that Defendant and/or DOES breached the legal duty to pay full wages to Plaintiff and Aggrieved Employees by deducting a portion of the wages earned by Plaintiff and Aggrieved Employees when they work through their meal periods and/or when Defendant and/or DOES record a meal period for Plaintiff and Aggrieved Employees when no meal period was taken. Specifically, Plaintiff and Aggrieved Employees work through their meal periods to satisfy their demanding work duties imposed by Defendant and/or DOES, thereby denying them the right to be completely free from employer control under California law. Further, Plaintiff and Aggrieved Employees are forced to work through their meal periods due to Defendant and/or DOES providing insufficient staffing. When employees work over eight (8) hours in a day, these hours are owed at an overtime rate.

79. Additionally, Defendant and/or DOES failed to pay Plaintiff and Aggrieved Employees at the appropriate regular rate of pay for all overtime hours worked. Defendant and/or DOES fails to incorporate bonuses Plaintiff and Aggrieved Employees were paid when calculating employees' regular rate of pay for purposes of paying overtime compensation.

80. Plaintiff and Aggrieved Employees are informed and believe and thereon allege that Defendant and/or DOES breach the legal duty to pay full wages to Plaintiff and Aggrieved Employees by failing to pay Plaintiff and Aggrieved Employees for time when Plaintiff and Aggrieved Employees were not relieved of all duties and/or employer control. By failing to pay for this time when Plaintiff and Aggrieved Employees work over eight (8) hours in a shift and forty (40) hours in a week, these unpaid hours must be compensated at an overtime rate.

81. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial unpaid wages, and lost interest on such wages, and expenses.

82. These claims are on behalf of Plaintiff and all non-exempt employees employed by Defendant and/or DOES in California.

83. Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (DLSE) for violations of *California Labor Code* section 510.

84. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 222, 223, and 510.

85. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars ($100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars ($200.00) for each Aggrieved Employee per pay period for each subsequent violation, per

California Labor Code section 2699(f)(2).

86. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

THIRD CAUSE OF ACTION AGAINST AYA LIVING AND/OR DOES: Violation of the PAGA for Failure to Provide Meal Periods (*California Labor Code* §2698 et. seq.).

87. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

88. Under *California Labor Code* section 512, and IWC Wage Order 15-2001, no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes. During this meal period of not less than thirty (30) minutes, the employee is to be completely free of the employer's control and must not perform any work for the employer. If the employee does perform work for the employer during the thirty (30) minute meal period, the employee has not been provided a meal period in accordance with the law. Also, the employee is to be compensated for any work performed during the thirty (30) minute meal period.

89. In addition, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with another meal period of not less than thirty (30) minutes.

90. Under *California Labor Code* section 226.7, if the employer does not provide an employee a meal period in accordance with the above requirements, 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.

91. AYA LIVING and/or DOES have a consistent policy and/or practice of not providing lawful meal periods to Plaintiff and the Aggrieved Employees and/or providing compensation in lieu thereof.

92. As outlined above, Plaintiff and the Aggrieved Employees do not meet the personal attendant

exemption and must be provided with duty- and control-free meal periods.

93. AYA LIVING and/or DOES breached the legal duty to provide meal periods to employees by failing to provide employees with meal periods within the timeframes outlined by California law. Specifically, Defendant and/or DOES fail to provide Plaintiff and Aggrieved Employees with meal periods within the first five (5) continuous hours of work.

94. AYA LIVING and/or DOES have a consistent policy and/or practice of requiring Plaintiff and the Aggrieved Employees to work at least five (5) hours without a meal period and failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the meal period is not provided, or other compensation in lieu thereof, as required by California's state wage and hour laws.

95. Further, Defendant and/or DOES breach the legal duty to provide meal periods to employees by imposing a continuous and consistent policy requiring Plaintiff and the Aggrieved Employees to keep working during their meal periods, thereby denying Plaintiff and the Aggrieved Employees of the right to be completely free from employer control under California law.

96. When Plaintiff and Aggrieved Employees are able to take a meal period, Plaintiff and Aggrieved Employees are not relieved of all duties and/or employer control during their meal periods.

97. AYA LIVING and/or DOES have a consistent policy and/or practice of not providing second meal periods to Plaintiff and the Aggrieved Employees and/or providing compensation in lieu thereof. Specifically, Plaintiff and the Aggrieved Employees were not provided with second meal periods when they worked ten (10) to twelve (12) hours.

98. By failing to provide statutory first and/or second meal periods, and by failing to provide compensation for unprovided meal periods, as alleged above, AYA LIVING and/or DOES willfully violate the provisions of the *California Labor Code* section 226.7 and 512.

99. In addition, if and/or when AYA LIVING and/or DOES paid meal period premiums to Plaintiff and the Aggrieved Employees, AYA LIVING and/or DOES failed to pay Plaintiff and the Aggrieved Employees these premiums at the appropriate regular rate of pay.

100. These claims are on behalf of Plaintiff and all non-exempt employees employed by Defendant and/or DOES in California.

101. By failing to provide statutory first and/or second meal periods, and by failing to provide compensation for unprovided meal periods, as alleged above, AYA LIVING and/or DOES willfully violate the provisions of *California Labor Code* sections 226.7 and 512, and IWC Wage Order No. 15-2001.

102. As a result of the unlawful acts of AYA LIVING and/or DOES, Plaintiff and the Aggrieved Employees have been deprived of premium wages and/or other compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest, attorneys' fees, and costs.

103. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

104. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled to work for a period of time in excess of ten (10) hours and/or (12) hours, and who did not waive their legally-mandated meal periods by mutual consent were required to work in excess of ten (10) hours and/or twelve (12) hours without receiving a second uninterrupted meal period of not less than thirty (30) minutes.

105. During the relevant time period, AYA LIVING and/or DOES fail to pay Plaintiff and the Aggrieved Employees the full meal period premium due pursuant to *California Labor Code* section 226.7.

106. AYA LIVING'S and/or DOES' conduct violates applicable IWC Wage Order 15-2001 and *California Labor Code* sections 226.7 and 512(a).

107. Plaintiff, as a non-exempt employee who unlawfully was deprived of first and second meal periods, is an Aggrieved Employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5 for violations of *California Labor Code* sections 226.7 and 512.

108. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 226.7, and 512.

109. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an Aggrieved Employee, on behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars ($100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars ($200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

110. In the alternative, Plaintiff, as an Aggrieved Employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

FOURTH CAUSE OF ACTION AGAINST AYA LIVING AND/OR DOES: Violation of the PAGA for Failure to Provide Rest Periods (*California Labor Code* §2698 et. seq.).

111. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

112. Industrial Welfare Commission Order No. 15-2001 section 12(A) states "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work week 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."

113. At all times mentioned herein, AYA LIVING and/or DOES fail to authorize and/or permit rest period time based upon the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

114. As outlined above, Plaintiff and the Aggrieved Employees do not meet the personal attendant exemption and must be provided with duty- and control-free rest periods.

115. Defendant and/or DOES breach the legal duty to provide rest periods to employees by imposing a continuous and consistent policy of requiring Plaintiff and Aggrieved Employees to work through their rest periods thereby denying Plaintiff and the Aggrieved Employees of the right to be completely free from employer control under California law.

116. When Plaintiff and Aggrieved Employees are able to take a rest period, Plaintiff and Aggrieved Employees are not relieved of all duties and/or employer control during their rest periods.

117. In addition, when AYA LIVING and/or DOES paid rest period premiums to Plaintiff and the Aggrieved Employees, AYA LIVING and/or DOES failed to pay Plaintiff and the Aggrieved Employees these premiums at the appropriate regular rate of pay.

118. By failing to provide rest periods for every four (4) hours or major fraction thereof worked per day by Plaintiff and the Aggrieved Employees, and by failing to provide compensation for these unprovided rest periods, as alleged above, AYA LIVING and/or DOES willfully violate the provisions of *California Labor Code* section 226.7.

119. These claims are on behalf of Plaintiff and all hourly non-exempt employees employed by Defendant and/or DOES in California.

120. Plaintiff, as a non-exempt employee who was unlawfully deprived of paid ten (10) minute rest periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5 for violations of *California Labor Code* section 226.7.

121. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: section 226.7.

122. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an Aggrieved Employee, on

behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars ($100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars ($200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

123. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

FIFTH CAUSE OF ACTION AGAINST AYA LIVING AND/OR DOES: Violation of the PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (*California Labor Code* §2698 et. seq.).

124. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

125. *California Labor Code* section 226(a) requires AYA LIVING and/or DOES to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Plaintiff and the Aggrieved Employees. *California Labor Code* section 226(a) requires AYA LIVING and/or DOES, at the time of each payment of wages, to "furnish each of her or her employees, either as an detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee…(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than the social security number, (8) the name and address of the legal entity that is the employer…(9) all applicable hourly rates in effect during the pay period

and the corresponding number of hours worked at each hourly rate and the corresponding number of hours worked at each hourly rate by the employee…."

126. *California Labor Code* section 226(a) also requires that "deductions made from payment of wages shall be recorded in ink or other indelible form, properly dates, showing the month, day and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California."

127. AYA LIVING and/or DOES have knowingly and intentionally failed to comply with *California Labor Code* section 226(a) on each and every wage statement provided to Plaintiff and the Aggrieved Employees.

128. *California Labor Code* section 1174 requires AYA LIVING and/or DOES to maintain and preserve, in a centralized location, records showing the daily hours worked by and the wages paid to its employees. AYA LIVING and/or DOES have knowingly and intentionally failed to comply with *California Labor Code* section 1174. The failure of AYA LIVING and/or DOES, and each of them, to comply with *California Labor Code* section 1174 is unlawful pursuant to *California Labor Code* section 1175.

129. AYA LIVING and/or DOES fail to maintain accurate time records - as required by IWC Wage Order No. 10-2001(7), and *California Code of Regulations*, Title 8, section 11100 - showing, among other things, when the employee begins and ends each work period, the total daily hours worked in itemized wage statements, total wages, bonuses and/or incentives earned, and all deductions made.

130. AYA LIVING and/or DOES have knowingly and intentionally failed to provide Plaintiff and the Aggrieved Employees with accurate itemized wage statements which show: "(1) gross wages earned, (2) total hours worked by the employee… (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of

his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee[.]" *California Labor Code* section 226(a).

131. AYA LIVING and/or DOES knowingly and intentionally did not itemize the total hours worked on wage statements as *California Labor Code* section 226, subsection (a), requires.

132. Defendant and/or DOES knowingly and intentionally did not include the gross wages earned on wage statements. Defendant and/or DOES therefore knowingly and intentionally failed to itemize the gross wages earned on Plaintiff's and Aggrieved Employees' wage statements.

133. In every pay period during the period of the relevant statute of limitations, AYA LIVING and/or DOES knowingly and intentionally did not include the total hours worked on wage statements. AYA LIVING and/or DOES therefore knowingly and intentionally fail to itemize the total hours worked on Ms. Warren' and the Aggrieved Employees' wage statements.

134. In every pay period during the period of the relevant statute of limitations, AYA LIVING and/or DOES knowingly and intentionally did not itemize the total hours worked on wage statements as *California Labor Code* section 226(a) requires. As outlined above, Defendant and/or DOES have a continuous policy of not paying Plaintiff and Aggrieved Employees for all hours worked by requiring employees to work before clocking in, after clocking out, and during meal periods. As such, Defendant and/or DOES fail to pay Plaintiff and Aggrieved Employees for all time worked.

135. In addition, AYA LIVING and/or DOES knowingly and intentionally did not itemize meal and rest period premiums owed to Plaintiff and the Aggrieved Employees on wage statements.

136. Section 246(i) of the *California Labor Code* states, "[a]n employer shall provide an employee with written notice that sets forth the amount of sick leave available, or paid time off 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."

137. AYA LIVING and/or DOES fail to itemize sick leave available, or paid time off an employer provides in lieu of sick leave, for use on Plaintiff's and the Aggrieved Employees' itemized wage statements or in a separate writing provided on the designated pay date with the employee's payment of wages.

138. As a result of the knowing and intentional failure by AYA LIVING and/or DOES to comply with itemized employee wage statement provisions, Plaintiff and the Aggrieved Employees have been able to reconstruct only a reasonable estimate of the hours worked and have, therefore, not received full compensation.

139. These claims are on behalf of Plaintiff and all non-exempt employees employed by Defendant and/or DOES in California.

140. Plaintiff, as a non-exempt hourly employee who Defendants and/or DOES failed to provide accurate and itemized wage statements, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5.

141. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 226, 1174, 1199.

142. Pursuant to Labor Code section 2699(f), Plaintiff, as an Aggrieved Employee, on behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars ($100.00) for each Aggrieved Employee per pay period for the initial violation per Labor Code section 2699(f)(2) and two hundred dollars ($200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

143. In the alternative, Plaintiff, as an Aggrieved Employee, on behalf of herself and other

Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

SIXTH CAUSE OF ACTION AGAINST AYA LIVING AND/OR DOES: Violation of the PAGA for Failure to Pay Wages Due at Termination and During Employment (*California Labor Code* §2698 et. seq.).

144. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

145. AYA LIVING and/or DOES and/or their officers and/or managing agents willfully failed to pay, in a timely manner, wages owed to the Aggrieved Employees who left AYA LIVING'S and/or DOES' employ or who were terminated.

146. Aggrieved Employees who ended their employment with AYA LIVING and/or DOES during the last year were entitled to be promptly paid all lawful compensation, and other premiums, as required by *California Labor Code* sections 201 through 203.

147. At all relevant times, *California Labor Code* sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable no later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' 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.

148. During the relevant time period, AYA LIVING and/or DOES intentionally and willfully fail to pay the Aggrieved Employees who are no longer employed by AYA LIVING and/or DOES their wages, that were earned and unpaid, within seventy-two (72) hours of their leaving AYA LIVING'S and/or DOES' employ.

149. AYA LIVING and/or DOES failed to pay Plaintiff and the Aggrieved employees their final wages within the timeframes outlined by California law. Specifically, AYA LIVING and/or DOES pays Plaintiff and the Aggrieved Employees their final wages on the next scheduled

pay date.

150. In addition, as outlined above, AYA LIVING and/or DOES have a continuous policy of not paying Ms. Warren and similarly Aggrieved Employees for all hours worked by requiring employees to work before clocking in, after clocking out, and during meal periods. Ms. Warren and the Aggrieved Employees are not paid for this time. As such, Defendant and/or DOES fail to pay Plaintiff and Aggrieved Employees all wages owed at the time of their termination.

151. Moreover, Plaintiff and Aggrieved Employees are informed and believe and thereon allege that Defendant and/or DOES failed to pay all meal and rest period premium wages owed to Plaintiff and Aggrieved Employees at the time of their termination.

152. AYA LIVING'S and/or DOES' failure to pay the Aggrieved Employees who are no longer employed by AYA LIVING and/or DOES their wages, that were earned and unpaid, within seventy-two (72) hours of their leaving AYA LIVING'S and/or DOES' employ, is in violation of *California Labor Code* sections 201 and 202.

153. *California Labor Code* section 203 provides that when an employer willfully fails to pay wages owed, in accordance with *California Labor Code* sections 201 and 202, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until and action is commenced; but the wages shall not continue for more than thirty (30) days.

154. AYA LIVING and/or DOES fail to pay employees their final wages in accordance with *California Labor Code* sections 201 and 202 because AYA LIVING and/or DOES pay employees their final wages on the next regularly scheduled pay date.

155. Plaintiff, as a non-exempt employee who AYA LIVING and/or DOES fail to pay all wages, failed to provide a minimum statutory first and/or second meal periods, and failed to provide paid net ten (10) minute rest periods, is an Aggrieved Employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5.

156. Plaintiff, as a representative of the people of the State of California, seeks all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes

each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 201 through 203.

157. These claims are on behalf of Plaintiff and all non-exempt hourly employees employed by Defendant and/or DOES in California.

158. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars ($100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars ($200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

159. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* section 558(a)(1) and 558(a)(2).

SEVENTH CAUSE OF ACTION AGAINST AYA LIVING AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failing to Reimburse Employees for Business Expenses (California Labor Code §2698 et. seq.)

160. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

161. California Labor Code section 2802 provides: "An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer…[which includes] all reasonable costs, including, but not limited to, attorneys' fees incurred by the employee enforcing the rights granted by this section."

162. Under *California Labor Code* section 221, "[i]t shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee."

163. Plaintiff and Aggrieved Employees incurred expenses in the discharge of their duties without receiving reimbursement from Defendant and/or DOES.

164. Defendant and/or DOES require Plaintiff and Aggrieved Employees to use their personal cell phones for work purposes. Defendant and/or DOES require Plaintiff and Aggrieved Employees to clock in and out for their shifts on their personal cell phones. In addition, Defendant and/or DOES call and/or texts Plaintiff and Aggrieved Employees on their personal cell phones for work related purposes. Yet, AYA LIVING and/or DOES fail to reimburse employees for this expense.

165. In addition, AYA LIVING and/or DOES require Plaintiff and Aggrieved Employees to use their personal vehicles for work related purposes. Plaintiff and Aggrieved Employees have to transport clients in their personal vehicles. AYA LIVING and/or DOES fails to reimburse Plaintiff and Aggrieved Employees for all miles driven.

166. *California Labor Code* section 2802(a) entitles Plaintiff and the Aggrieved Employees to reimbursement for said necessary expenditures, plus interest and expenses.

167. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who worked for Defendant and/or DOES in California.

168. Plaintiff, as a non-exempt employee who incurred business expenses which Defendant and/or DOES failed to reimburse, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *Labor Code* section 2699.5 for violations of *Labor Code* section 2802.

169. Pursuant to *Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation per *Labor Code* section 2699(f)(2) and two hundred dollars ($200.00) for each aggrieved employee per pay period for each subsequent violation, per *Labor Code* section 2699(f)(2).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other Aggrieved Employees, prays

for relief and judgment against Defendant AYA LIVING and/or DOES, jointly and severally, as follows:

A. For penalties as provided under *California Labor Code* sections 558(a)(1) and 558(a)(2).

B. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to provide compensation at the regular and overtime rate for all time worked;

C. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to provide compliant meal periods;

D. For all statutory penalties for each pay period during which an employee was underpaid due to failure to provide compliant meal periods;

E. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to provide all rest periods;

F. For all statutory penalties provided under *California Labor Code* for each pay period during which an employee was underpaid due to failure to provide paid rest periods;

G. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to provide accurate, itemized wage statements;

H. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to timely pay wages at separation;

I. For penalties as provided, per each violation, by the PAGA, *Labor Code* section 2699, et. seq. for failure to reimburse business expenses; and

J. For reasonable attorneys' fees and costs under the PAGA, *California Labor Code* section 2699(g)(1).

K.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial as to liability.

MARA LAW FIRM, PC

Date: September 1, 2026

Signed: _____

David Mara, Esq.
Jill Vecchi, Esq.
Attorneys for Plaintiff APRIL WARREN, on behalf of herself and all others similarly situated, and on behalf of the general public