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**SUPERIOR COURT OF CALIFORNIA
NAPA COUNTY**

KRISTEN CLARK, on behalf of the State of
California and Aggrieved Employees,

Plaintiff,

vs.

DUFFY'S NAPA VALLEY REHAB, LLC;
ACADIA HEALTHCARE COMPANY, INC;
and DOES 1-100, inclusive,

Defendants

Case No. 26CV001780

**COMPLAINT FOR PENALTIES PURSUANT
TO SECTIONS 2699(a) AND (f) OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Plaintiff Kristen Clark (“Plaintiff”), on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Duffy’s Napa Valley Rehab, LLC,
5 Acadia Healthcare Company, Inc., and Does 1-100 (Collectively “Defendants”) on behalf of the State
6 of California to collect penalties as a result of Defendants’ systematic violations of California labor
7 law with respect to Defendants’ non-exempt hourly workers in the State of California (the “Aggrieved
8 Employees”).

9 2. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly workers
10 employed by Defendants in California.

11 3. Plaintiff challenges Defendants’ policies and practices of: (1) failing to pay Plaintiff
12 and Aggrieved Employees for all hours worked as required by California law; (2) failing to pay
13 Plaintiff and Aggrieved Employees all of their earned overtime wages; (3) failing to provide meal
14 breaks to Plaintiff and Aggrieved Employees as required under California law; (4) failing to provide
15 Plaintiff and Aggrieved Employees accurate, itemized wage statements; and (5) failing to timely pay
16 Plaintiff’s and former-employee Aggrieved Employees’ final wages.

17 4. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable
18 attorneys’ fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code
19 Private Attorneys General Act (“PAGA”).

20 **PARTIES**

21 5. Plaintiff and Aggrieved Employees are all current and former non-exempt, hourly
22 employees of Defendants in the State of California.

23 6. Plaintiff Kristen Clark is an individual over the age of eighteen and, at all times relevant
24 to this Complaint, was a resident of the State of California.

25 7. Plaintiff was employed by Defendants from approximately February 2025 to April
26 2026 as a Behavioral Specialist in Calistoga, California.

27 8. Plaintiff is informed, believes, and thereon alleges that Duffy’s Napa Valley Rehab,
28 LLC (“Duffy’s”) is a Delaware-formed limited liability company, with its principal place of business

1 in Franklin, Tennessee. Duffy's Napa Valley Rehab, LLC is registered to do business in California and
2 employed Plaintiff in California. Defendant Duffy's may be served with process by serving its
3 registered agent Hide Miyamoto at 3076 Myrtledale Road, Calistoga, California 94515.

4 9. Plaintiff is informed, believes, and thereon alleges that Acadia Healthcare Company,
5 Inc. ("Acadia") is Defendant Duffy's Napa Valley Rehab, LLC's parent company. Acadia Healthcare
6 Company, Inc. is a Delaware-formed corporation, with its principal place of business in Franklin, TN.
7 Acadia is registered to do business in California and employed Plaintiff in California. Defendant
8 Acadia Healthcare Company, Inc. may be served with process by serving its registered agent CT
9 Corporation System at 330 N. Brand Boulevard, Glendale, California 91203.

10 10. Acadia Healthcare Company, Inc. by and through its vast web of subsidiaries, owns
11 and controls behavioral hospitals and health facilities throughout the United States, including but not
12 limited to Duffy's Napa Valley Rehab.

13 11. Upon information and belief, Defendants created a complex web of shell companies to
14 superficially "own" more than 500 healthcare facilities around the country. All the while, Defendants
15 direct and control those shell companies in a manner that suits their interests. Defendants oversee
16 services at the facilities where Plaintiff and Aggrieved Employees work, and it maintains the human
17 resources information system for each of these facilities, reviews and approves the facilities' payroll;
18 and provides legal support and guidance to these same facilities.

19 12. Plaintiff is informed, believes, and thereon alleges that Defendants employ hundreds
20 of hourly, non-exempt workers similarly situated to Plaintiff in California. Plaintiff is informed,
21 believes, and thereon alleges that, in California, Defendants own, operate, and/or manage locations in
22 this county. Plaintiff is informed, believes, and thereon alleges that Defendants employ Aggrieved
23 Employees, among other hourly employees, in this County and throughout California.

24 13. At all material times, Defendants do business under the laws of California, have places
25 of business in the State of California, including in this County, and employ Aggrieved Employees in
26 this County. Each Defendant is a "person" as defined in Cal. Lab. Code § 18 and Cal. Bus. & Prof.
27 Code § 17201. Each Defendant is also an "employer" as that term is used in the California Labor Code
28 and the IWC Wage Orders.

1 14. Defendants employ Plaintiff and Aggrieved Employees because Defendants, directly
2 or indirectly, control the employment terms, pay practices, timekeeping practices, and daily work of
3 Plaintiff and Aggrieved Employees.

4 15. In addition to Defendants, Plaintiff sues fictitiously defendants DOES 1 through 100,
5 inclusive, pursuant to *Code of Civil Procedure* §474, because their names, capacities, status, or facts
6 showing them to be liable are not presently known. Plaintiff is informed and believes, and thereon
7 alleges that defendants, and each of them, designated herein as DOES 1 through 100, are responsible
8 in some manner for the occurrences and happenings herein alleged, and that Plaintiff's damages, as
9 herein alleged, were and are the direct and proximate result of the actions of said defendants. Plaintiff
10 will amend this complaint to show their true names and capacities, together with appropriate charging
11 language, when such information has been ascertained.

12 **SUBJECT MATTER JURISDICTION AND VENUE**

13 16. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393 and/or 395.5.
14 Defendants conduct business and employ Aggrieved Employees in this County, and therefore the
15 liability and the cause, or some part of the cause, arose in this County.

16 17. This Court has jurisdiction over Plaintiff's claims for penalties pursuant to the PAGA.
17 The Court also has jurisdiction over Defendants because they are a corporation authorized to do
18 business in the State of California, and because Defendants do in fact do business and employ workers
19 in the State of California.

20 **FACTUAL ALLEGATIONS**

21 18. Upon information and belief, Defendants engage in providing addiction rehabilitation
22 services and operate in the State of California.

23 19. Plaintiff Kristen Clark was employed by Defendants from approximately February
24 2025 to April 2026 as a Behavioral Specialist in Calistoga, California. She was compensated at an
25 hourly rate of \$22.00 per hour. Plaintiff usually worked around eight hours per shift, and five shifts
26 per week. Plaintiff worked approximately forty (40) hours per week, or more. This is not inclusive of
27 any work performed off-the-clock.

28 20. Upon information and belief, Acadia Healthcare Company, Inc. exercises control over

1 Duffy's Napa Valley Rehab, LLC's labor relations and business operations, including by establishing
2 workplace policies, influencing hiring and staffing decisions, overseeing managerial personnel, and
3 directing aspects of the facility's day-to-day operations. For example, upon visiting the "Careers"
4 section of Defendant Napa Valleys' website, one is redirected to an Acadia domain:
5 <https://www.acadiacareers.com/us/en/duffys-napa-valley-rehab>.

6 21. Plaintiff is informed, believes, and thereon alleges that Defendants employ and have
7 employed hundreds of hourly, non-exempt workers similarly situated to Plaintiff in California.

8 22. Plaintiff is informed, believes, and based thereon, alleges that Aggrieved Employees are
9 employed by Defendants in a similar manner throughout the State of California, including in this
10 County, and perform work materially similar to Plaintiff.

11 23. Aggrieved Employees perform their jobs under Defendants' supervision using materials
12 and technology approved and supplied by Defendants.

13 24. Aggrieved Employees are required to follow and abide by Defendants' common work,
14 time, and pay policies and procedures in the performance of their jobs.

15 25. At the end of each pay period, Aggrieved Employees receive wages from Defendants
16 that are determined by common systems and methods that Defendants select and control.

17 26. Plaintiff is informed, believes, and thereon alleges that Defendants' policies and
18 practices have at all relevant times been similar for Plaintiff and Aggrieved Employees, regardless of
19 location in the State of California. Upon information and belief, Aggrieved Employees worked more
20 than eight (8) hours per day and more than forty (40) hours in at least one workweek during the one
21 (1) year before this Complaint was filed.

22 27. Plaintiff and Aggrieved Employees are not provided with an uninterrupted, off-duty,
23 30-minute meal period before the fifth hour of work. In fact, Defendants regularly fail to provide
24 Plaintiff and Aggrieved Employees with compliant meal breaks. Defendants' policies, practices, and
25 procedures require them to routinely skip their meal breaks, take late meal breaks, or cut meal breaks
26 short. This includes, but is not limited to, requiring Plaintiff and Aggrieved Employees to clock out
27 before the fifth hour of work but to continue working handling work-related tasks, such as remaining
28 on duty to communicate with coworkers for work-related tasks, responding to coworkers' questions

1 attending to clients whose questions or concerns were to be handled contemporaneously, and
2 otherwise being required to remain effectively on-call according to management instruction. This time
3 spent working goes unrecorded and therefore uncompensated.

4 28. Plaintiff and Aggrieved Employees are also regularly prevented from taking their meal
5 periods at the appropriate time. Defendants required Plaintiff and Aggrieved Employees to clock out
6 before the fifth hour of work, but to continue working and take their meal period later in the day.
7 Plaintiff and Aggrieved Employees would be unable to take their meal periods in a timely manner due
8 to being unable to leave their work area unattended and not having another colleague to cover them
9 while the facility is constantly at capacity with clients. As a result, Plaintiff and Aggrieved Employees'
10 meal breaks routinely begin after the end of their fifth hour of work.

11 29. When Plaintiff and Aggrieved Employees do attempt to take a meal break, such meal
12 breaks are untimely, interrupted, and/or shortened, i.e., after the end of the fifth hour of work and/or
13 less than thirty minutes. This includes, but is not limited to, assisting clients, answering coworkers'
14 questions and/or remaining on duty due to short staffing. This time spent working goes unrecorded
15 and therefore uncompensated.

16 30. As a result, they are not provided duty-free, uninterrupted, and timely thirty-minute
17 meal periods during which they are completely relieved of any duty by the end of the fifth hour of
18 work. Plaintiff and Aggrieved Employees do not receive premium payments at the regular rate for
19 these untimely, interrupted and/or shortened meal breaks.

20 31. Defendants fail to pay Plaintiff and Aggrieved Employees meal period premiums to
21 which they are entitled to for these missed, late, and otherwise non-compliant meal breaks.

22 32. Plaintiff is informed, believes, and thereon alleges that these meal period policies and
23 practices have at all relevant times been similar for Plaintiff and Aggrieved Employees regardless of
24 location and assignment in California.

25 33. Moreover, Plaintiff and Aggrieved Employees are required to complete work off-the-
26 clock for the benefit of Defendants. Including, but not limited to, working through their clocked-out
27 meal breaks due to workload volume and short staffing.

28 34. Defendants' expectations and requirements that Plaintiff and Aggrieved Employees

1 continue working while clocked out during their uncompensated meal periods also results in overtime
2 for Plaintiff and Aggrieved Employees.

3 35. Defendants knowingly and intentionally fail to pay Plaintiff and Aggrieved Employees
4 for overtime incurred while working for the benefit of Defendants during their clocked out meal
5 periods.

6 36. Defendants also knowingly and intentionally fail to provide Aggrieved Employees with
7 accurate itemized wage statements that contain the information required by California law. As a result
8 of the policies and practices described herein, the wage statements provided to Plaintiff and Aggrieved
9 Employees do not state accurate gross wages earned, net wages earned, and all applicable hours and
10 hourly rates. Specifically, they do not identify or account for missed and non-compliant meal periods
11 and corresponding earnings and rates of pay for meal period premiums; nor do they identify or account
12 for overtime incurred while working during clocked out meal periods.

13 37. Further, Defendants do not provide Plaintiff and Aggrieved Employees who are former
14 workers of Defendants with full payment of all wages owed upon separation from employment. At the
15 time their employment ends, Aggrieved Employees are owed wages for all time worked, including
16 overtime and premium pay for non-compliant meal periods, whether their termination was voluntary
17 or involuntary; yet Defendants have failed to provide Plaintiff and Aggrieved Employees with such
18 payments within the required time period. As a result, and pursuant to the California Labor Code,
19 Defendants are subject to waiting time penalties.

20 38. Defendants' conduct has been knowing, willful, and carried out in bad faith, and has
21 caused significant damages to Plaintiff and Aggrieved Employees in an amount to be determined at
22 trial. Defendants did not take requisite reasonable steps to ensure that Plaintiff and Aggrieved
23 Employees were provided timely and compliant meal breaks, premium pay for missed or non-
24 compliant breaks, compensated for all hours worked, provided with accurate wage statements, or
25 timely paid for all wages at separation. Plaintiff is informed, believes, and thereon alleges that
26 Defendants knew or should have known that Plaintiff and Aggrieved Employees regularly do not
27 receive timely and compliant meal periods, premium pay for missed or non-compliant breaks, payment
28 for all hours worked, accurate wage statements, and that Defendants do not timely pay all final wages.

1 Thus, Defendants' denial of wages and compliant meal periods and related premium pay, failure to
2 pay for all hours worked, failure to provide complete and accurate wage statements, and failure to
3 timely pay all final wages is and/or was deliberate and willful.

4 39. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful conduct
5 has been widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendants'
6 operations in the State of California.

7 **FIRST CAUSE OF ACTION**

8 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

9 **Failure to Pay All Hours Worked**

10 **(On Behalf of the State of California and Aggrieved Employees)**

11 40. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
12 herein.

13 41. Cal. Lab. Code § 2699(f) provides:

14 For all provisions of this code except those for which a civil penalty is specifically
15 provided, there is established a civil penalty for a violation of these provisions, as
16 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
17 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
18 per pay period. . . (B) The civil penalty is two hundred dollars (\$200) for each aggrieved
19 employee per pay period if either of the following are met:(i) Within the five years
preceding the alleged violation, the agency or any court issued a finding or
determination to the employer that its policy or practice giving rise to the violation was
unlawful. (ii) The court determines that the employer's conduct giving rise to the
violation was malicious, fraudulent, or oppressive.

20 42. Cal. Lab. Code § 200 defines wages as "all amounts for labor performed by employees
21 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
22 commission basis or method of calculation."

23 43. Under Cal. Lab. Code §§ 1194, and 1197, employers are required to pay employees at
24 least the minimum straight-time hourly wage for all hours worked, including but not limited to, time
25 spent performing pre-shift duties, post-shift duties, time spent working during unpaid meal and/or rest
26 periods, and any other hours employees required or permitted employees to work.

27 44. Cal. Lab. Code § 1194 entitles employees to recover unpaid straight time wages for
28 work performed that goes unpaid.

45. Cal. Lab. Code § 1197 prohibits employers from paying wages below the applicable

1 minimum wage for all hours worked.

2 46. During the relevant time period, Defendants maintained policies and practices that
3 results in Plaintiff and Aggrieved Employees not being paid for all hours worked.

4 47. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in
5 which Plaintiff and an Aggrieved Employee were aggrieved, in the amounts established by those
6 sections, including but not limited to penalties under Cal. Lab. Code § 210. Plaintiff seeks penalties
7 pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab.
8 Code provisions including, but not limited to, Cal. Lab. Code §§ 1194, 1197, 1197.1, and IWC
9 Wage Order 5-2001, and any other violation alleged herein which does not carry penalties under Cal.
10 Lab. Code § 2699(a), for Defendants' failure to pay straight time wages.

11 48. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 16, 2026, Plaintiff provided
12 the Labor and Workforce Development Agency ("LWDA") with notice of her intention to file this
13 claim. On June 16, 2026, Plaintiff mailed Defendants a copy of such notice via certified mail. At least
14 sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff satisfied the
15 administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §
16 2699.3(a).

17 49. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
18 Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

19 50. Plaintiff further seeks injunctive relief pursuant to Cal. Lab. Code §§ 2699(e)(1) and
20 (k)(1).

21 51. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for
22 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
23 and costs as set forth below.

24 52. Wherefore, Plaintiff request relief as hereinafter provided.

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1 **SECOND CAUSE OF ACTION**

2 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

3 **Failure to Pay Overtime Premiums**

4 **(On Behalf of the State of California and Aggrieved Employees)**

5 53. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
6 herein.

7 54. Cal. Lab. Code § 2699(f) provides:

8 For all provisions of this code except those for which a civil penalty is specifically
9 provided, there is established a civil penalty for a violation of these provisions, as
10 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
11 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
12 per pay period. . . (B) The civil penalty is two hundred dollars (\$200) for each aggrieved
13 employee per pay period if either of the following are met: (i) Within the five years
14 preceding the alleged violation, the agency or any court issued a finding or
15 determination to the employer that its policy or practice giving rise to the violation was
16 unlawful. (ii) The court determines that the employer's conduct giving rise to the
17 violation was malicious, fraudulent, or oppressive.

18 55. Cal. Lab. Code § 510 provides, in relevant part:

19 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one
20 workday and any work in excess of 40 hours in any one workweek and the first eight
21 hours worked on the seventh day of work in any one workweek shall be compensated
22 at the rate of no less than one and one-half times the regular rate of pay for an employee.
23 Any work in excess of 12 hours in one day shall be compensated at the rate of no less
24 than twice the regular rate of pay for an employee. In addition, any work in excess of
25 eight hours on any seventh day of a workweek shall be compensated at the rate of no
26 less than twice the regular rate of pay of an employee. Nothing in this section requires
27 an employer to combine more than one rate of overtime compensation in order to
28 calculate the amount to be paid to an employee for any hour of overtime work.

29 56. Cal. Lab. Code § 1194 provides, in relevant part:

30 Notwithstanding any agreement to work for a lesser wage, any employee receiving less
31 than the legal minimum wage or the legal overtime compensation applicable to the
32 employee is entitled to recover in a civil action the unpaid balance of the full amount
33 of this minimum wage or overtime compensation, including interest thereon,
34 reasonable attorney's fees, and costs of suit.

35 57. Plaintiff and Aggrieved Employees work overtime hours for Defendants without being
36 paid all wages and overtime premiums in violation of the Cal. Lab. Code, the applicable IWC Wage
37 Orders, and other applicable law. Defendants do not pay Plaintiff and Aggrieved Employees overtime
38 wages for time spent working off-the-clock.

39 58. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.

Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff and an Aggrieved Employees were aggrieved, in the amounts established by Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 510 1194, 1198, IWC Wage Order 5-2001, and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

59. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 16, 2026, Plaintiff provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to file this claim. On June 16, 2026, Plaintiff mailed Defendants a copy of such notice via certified mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

60. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

61. Plaintiff further seeks injunctive relief pursuant to Cal. Lab. Code §§ 2699(e)(1) and (k)(1).

62. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees and costs as set forth below.

63. Wherefore, Plaintiff request relief as hereinafter provided.

THIRD CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(f)

Failure to Provide Meal Periods

(On Behalf of the State of California and Aggrieved Employees)

64. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

65. Cal. Lab. Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as

1 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
2 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
3 per pay period. . . (B) The civil penalty is two hundred dollars (\$200) for each aggrieved
4 employee per pay period if either of the following are met:(i) Within the five years
preceding the alleged violation, the agency or any court issued a finding or
determination to the employer that its policy or practice giving rise to the violation was
unlawful. (ii) The court determines that the employer's conduct giving rise to the
violation was malicious, fraudulent, or oppressive.

5 66. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees
6 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
7 commission basis or method of calculation.”

8 67. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 5-2001 require Defendants to
9 authorize, permit, and/or make available timely and compliant meal periods to their employees. Cal.
10 Lab. Code §§ 226.7 and 512 and IWC Wage Order 5-2001 prohibit employers from employing an
11 employee for more than five (5) hours without a meal period of not less than thirty (30) minutes, and
12 from employing an employee more than ten (10) hours per day without providing the employee with
13 a second meal period of not less than thirty (30) minutes.

14 68. Despite these requirements, Defendants knowingly and willfully refuse to perform their
15 obligation to provide or make available to Plaintiff and Aggrieved Employees the ability to take the
16 off-duty meal periods to which they are entitled.

17 69. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.
18 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period
19 in which Plaintiff and Aggrieved Employees were aggrieved, in the amounts established by Cal. Lab.
20 Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and
21 Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal.
22 Lab. Code §§ 226.7, 512, 1198, IWC Wage Order 5-2001, and any other violation alleged herein which
23 does not carry penalties under Cal. Lab. Code § 2699(a).

24 70. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 16, 2026, Plaintiff provided
25 the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to file this
26 claim. On June 16, 2026, Plaintiff mailed Defendants a copy of such notice via certified mail. At least
27 sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff satisfied the
28 administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §

1 2699.3(a).

2 71. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
3 Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

4 72. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for
5 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
6 and costs as set forth below.

7 73. Wherefore, Plaintiff requests relief as hereinafter provided.

8 **FOURTH CAUSE OF ACTION**

9 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

10 **Failure to Provide True and Accurate Itemized Wage Statements**

11 **(On Behalf of the State of California and Aggrieved Employees)**

12 74. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
13 herein.

14 75. Cal. Lab. Code § 2699(a) provides:

15 Notwithstanding any other provision of law, any provision of this code that provides
16 for a civil penalty to be assessed and collected by the Labor and Workforce
17 Development Agency or any of its departments, divisions, commissions, boards,
18 agencies, or employees, for a violation of this code, may, as an alternative, be recovered
19 through a civil action brought by an aggrieved employee on behalf of the employee and
20 to other current or former employees against whom a violation of the same provision
21 was committed pursuant to the procedures specified in Section 2699.3.

19 76. Cal. Lab. Code § 226(a) provides:

20 An employer, semimonthly or at the time of each payment of wages, shall furnish to
21 their employee, either as a detachable part of the check, draft, or voucher paying the
22 employee's wages, or separately if wages are paid by personal check or cash, an
23 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
24 worked by the employee, except as provided in subdivision (j), (3) the number of piece-
25 rate units earned and any applicable piece rate if the employee is paid on a piece-rate
26 basis, (4) all deductions, provided that all deductions made on written orders of the
27 employee may be aggregated and shown as one item, (5) net wages earned, (6) the
28 inclusive dates of the period for which the employee is paid, (7) the name of the
29 employee and only the last four digits of their social security number or an employee
30 identification number other than a social security number, (8) the name and address of
31 the legal entity that is the employer and, if the employer is a farm labor contractor, as
32 defined in subdivision (b) of Section 1682, the name and address of the legal entity that
33 secured the services of the employer, and (9) all applicable hourly rates in effect during
34 the pay period and the corresponding number of hours worked at each hourly rate by
35 the employee...

77. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

1 An employee suffering injury as a result of a knowing and intentional failure by an
2 employer to comply with subdivision (a) is entitled to recover the greater of all actual
3 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
4 one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
5 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to
6 an award of costs and reasonable attorney's fees.

7 78. Cal. Lab. Code § 226.3 provides:

8 Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
9 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation
10 in an initial citation and one thousand dollars (\$1,000) per employee for each violation
11 in a subsequent citation, for which the employer fails to provide the employee a wage
12 deduction statement or fails to keep the records required in subdivision (a) of Section
13 226. The civil penalties provided for in this section are in addition to any other penalty
14 provided by law.

15 79. Cal. Lab. Code § 226 also requires employers to keep records required to be maintained
16 under § 226(a) for at least three (3) years.

17 80. Cal. Lab. Code § 1174(d) provides, in relevant part:

18 [Employers shall] [k]eep, at a central location in the state or at the plants or
19 establishments at which employees are employed, payroll records showing the hours
20 worked daily by and the wages paid to, and the number of piece-rate units earned by
21 and any applicable piece rate paid to, employees employed at the respective plants or
22 establishments. These records shall be kept in accordance with rules established for this
23 purpose by the commission...

24 81. Cal. Lab. Code § 1174.5 provides, in relevant part:

25 Any person employing labor who willfully fails to maintain the records required by
26 subdivision (c) of Section 1174 or accurate and complete records required by
27 subdivision (d) of Section 1174, or to allow any member of the commission or
28 employees of the division to inspect records pursuant to subdivision (b) of Section
29 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

30 82. IWC Wage Order 5-2001, Section 7, provides, in relevant part:

31 (A) Every employer shall keep accurate information with respect to each employee
32 including the following:

33 (3) ... Time records showing when the employee begins and ends each work
34 period....

35 (4) Total wages paid each payroll period...

36 (5) Total hours worked during the payroll period and applicable rates of pay...

37 (B) Every employer who has control over wages, hours, or working conditions shall
38 semimonthly or at the time of each payment of wages furnish each employee an
39 itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the
40 period for which the employee is paid; (3) the name of the employee or the employee's
41 social security number; and (4) the name of the employer, provided all deductions made
42 on written orders of the employee may be aggregated and shown as one item. (See
43 Labor Code Section 226.) This information shall be furnished either separately or as a
44 detachable part of the check, draft, or voucher paying the employee's wages....

1 83. Defendants do not provide timely, accurate, itemized wage statements to Plaintiff and
2 Aggrieved Employees in accordance with Cal. Lab. Code § 226(a) and 1174, and the IWC Wage
3 Orders. The wage statements Defendants provide their employees, including Plaintiff and Aggrieved
4 Employees, do not accurately reflect payment for all hours worked, including minimum wage and
5 overtime wages, and meal period premium payments.

6 84. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for each pay period in
7 which Plaintiff and an Aggrieved Employees were aggrieved, in the amounts established by those
8 sections, including but not limited to penalties under Cal. Lab. Code §§ 226.3, 226(e)(1), and 1174.5.
9 Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for Plaintiff and Aggrieved Employees
10 for each failure by Defendants, alleged above, to provide Plaintiff and Aggrieved Employees an
11 accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a). Plaintiff also seeks
12 civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendants, alleged above, to
13 maintain records in compliance with Cal. Lab. Code §§ 226 and 1174 and IWC Wage Order 5-2001.

14 85. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 16, 2026, Plaintiff provided
15 the LWDA with notice of her intention to file this claim. On June 16, 2026, Plaintiff mailed Defendants
16 a copy of such notice via certified mail. At least sixty-five calendar days have passed without response
17 from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in
18 compliance with Cal. Lab. Code § 2699.3(a).

19 86. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
20 Employees, and herself as set forth in Cal. Lab. Code § 2699.

21 87. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for
22 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
23 and costs as set forth below.

24 88. Wherefore, Plaintiff requests relief as hereinafter provided.

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28 ///

FIFTH CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(a)

Waiting Time Penalties

(On Behalf of the State of California and Aggrieved Employees)

89. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

90. Cal. Lab. Code § 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and to other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3.

91. Cal. Lab. Code §§ 201 and 202 require employers to immediately pay wages earned and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after he or she quits, at the latest.

92. Cal. Lab. Code § 203 provides, in relevant part:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employees shall continue as a penalty from the due date thereof at the same rate paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

93. Cal. Lab. Code § 256 provides: “The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.”

94. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendants, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved Employees in compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab. Code §§ 203 and 256.

95. Cal. Lab. Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a 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, 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, (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.

96. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

97. Cal. Lab. Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

98. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendants, alleged above, to provide Plaintiff and Aggrieved Employees with an accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab. Code § 226.3. In addition, Plaintiff seeks penalties in the amount established by Cal. Lab. Code § 226(e)(1).

99. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 16, 2026, Plaintiff provided the LWDA with notice of her intention to file this claim. On June 16, 2026, Plaintiff mailed Defendants a copy of such notice via certified mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

100. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and herself as set forth in Cal. Lab. Code § 2699.

101. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees

1 and costs as set forth below.

2 102. Wherefore, Plaintiff requests relief as hereinafter provided.

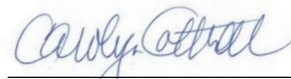
3 **PRAYER FOR RELIEF**

4 **WHEREFORE**, Plaintiff prays for relief as follows:

- 5 a. For the Court to declare, adjudge, and decree that Defendants have violated the Cal.
6 Lab. Code as alleged herein;
- 7 b. For an order awarding the State of California, Plaintiff, and Aggrieved Employees
8 civil penalties provided under the PAGA;
- 9 c. For injunctive relief, prohibiting Defendants from continuing its policies and
10 practices determined to be violations of the Cal. Lab. Code;
- 11 d. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code §§
12 2699(g)(1), 2699(k)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable
13 law;
- 14 e. For all costs of suit; and
- 15 f. For such other and further relief as this Court deems just and proper.

16
17 Respectfully submitted,

18 Date: August 31, 2026

19 
20 Carolyn H. Cottrell
21 Ori Edelstein
22 Robert E. Morelli, III
23 **SCHNEIDER WALLACE**
24 **COTTRELL KIM LLP**

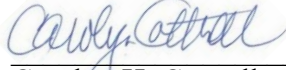
25 *Attorneys for Plaintiff, on behalf of the State of*
26 *California and Aggrieved Employees*

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Date: August 31, 2026

Respectfully submitted,



Carolyn H. Cottrell
Ori Edelstein
Robert E. Morelli, III
**SCHNEIDER WALLACE
COTTRELL KIM LLP**

*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*