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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

BRYAN AYALA, individually and on behalf of persons similarly situated and similarly aggrieved employees,

Plaintiff,

v.

AYA HEALTHCARE, INC., an active Delaware Corporation; and DOES 1 to 50,

Defendants.

Case No.: 25STCV38385

[*Assigned to Hon. Samantha Jessner in Dept. SS-7*]

Action Filed: December 29, 2025

FIRST AMENDED COMPLAINT – CLASS AND REPRESENTATIVE ACTION:

1. Failure to Pay Minimum Wages
2. Failure to Pay Overtime
3. Meal Period Violations
4. Rest Break Violations
5. Failure to Pay Vested Vacation Benefits
6. Failure to Maintain & Produce Employee Records
7. Unreimbursed Business Expenses
8. Release of Claims for Wage Violations
9. Untimely Payment of Wages
10. Failure to Pay Regular Rate of Pay
11. Failure to Timely Pay Wages at Separation
12. Wage Statement Violations
13. Unfair Business Practices
14. Penalties Pursuant to PAGA

JURY TRIAL DEMANDED

Plaintiff Bryan Ayala ("Plaintiff" and/or "Mr. Ayala"), on behalf of himself and all others similarly situated, based on information and belief, complains and alleges:

I.
INTRODUCTION

1. This class and representative action lawsuit arises out of the failure of Defendant AYA HEALTHCARE, INC., and DOES 1 through 50 (referred collectively here as "Defendants" or "Employers" and singularly for the named party Defendant as "Aya" or "Defendant") to comply with California law in violation of the rights and privileges of Plaintiff and those employees, current and former, who are similarly situated regarding the following claims and causes of action: Failure to Pay Minimum Wages; Failure to Pay Overtime; Meal Period Violations; Rest Break Violations; Failure to Pay Vested Vacation Benefits; Failure to Maintain & Produce Employee Records; Unreimbursed Business Expenses; Release of Claims for Wage Violations; Untimely Payment of Wages; Failure to Pay Regular Rate of Pay; Failure to Timely Pay Wages at Separation; Wage Statement Violations; Unfair Business Practices; and Penalties Pursuant to the Private Attorneys General Act of 2004 ("PAGA").

2. Defendants employed Plaintiff and the Class/Subclasses during the applicable Period of four years before the filing date of the Complaint through Class/Subclass certification, utilizing consistent policies and procedures in violation of California law, including, but not limited to, Labor Code §200, et seq., Labor Code §300, et seq., Labor Code §400, et seq., Labor Code §500, et seq., Labor Code §1174, et seq., Labor Code §1194, et seq., Labor Code §1198, et seq., Labor Code §2699, et seq., Labor Code §2800, et seq., the applicable Wage Orders issued by the California Industrial Welfare Commission, and local ordinances. Plaintiff, on his behalf and on behalf of the employees similarly situated, brings this First Amended Complaint against Defendants for the stated violations.

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3. Plaintiff is and has been a resident of the County of Los Angeles, State of California, at all times relevant here.

4. From April 12, 2022, through on or about July 25, 2025, Mr. Ayala was employed by Defendants to work as a non-exempt hourly wage employee in the State of California. Defendant Aya is engaged in the business of healthcare and nursing staffing services.

5. Defendants have employed/jointly employed Mr. Ayala and the Class/Subclasses to perform work and services for their business and joint enterprise interests. Mr. Ayala was remotely employed from his residence in Los Angeles County as a credentialing specialist. His responsibilities included data entry, detailed entry certification, and medical credentialing verification.

6. Going back for at least four years before the filing of the Complaint and continuing at the present time, Defendants have engaged in the following employment practices in violation of California employment laws, giving rise to the following actions:

   a. Class wide and Subclass wide causes of action for violations of various wage/hour and related laws which deprived Mr. Ayala and those similarly situated of employment benefits and rights under California law; and

   b. A cause of action for violations of the California Private Attorney General Act ("PAGA"), due to exhaustion of administrative remedy per the LWDA Notice which was communicated on 12/26/2025, with a designated Case Number – LWDA-CM-1146205-25, upon electronic submission to the LWDA.

7. Plaintiff and those employees of Class and Subclasses who are similarly situated (also referred here collectively as "Employees") bring this action against Defendants Aya and DOES 1 through 50, and Defendants' parent companies, subsidiaries, successors, owners, officers, directors, and managing agents. Employers have employed/jointly employed Employees to perform work and services for their business and joint enterprise interests. Employees will seek to hold all owners, directors, officers and managing agents personally liable under Labor Code § 558 and/or Labor Code § 558.1. Defendants were authorized to do business in the State of California and are

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headquartered in California.

8. The business entity Defendants were the alter-egos of each and every other entity, and at all times here mentioned, has existed, a unity of interest and ownership between said entities and individuals such that any separateness between them ceased to exist in that said individuals and other entities have completely controlled, dominated, managed, and operated the business entities and have intermingled the assets of each to suit convenience. As well, said entities were, mere shells, instrumentalities, and conduits through which the other above-referenced entities/individuals carried out their business while exercising complete control and dominance of the business such that individuality or separateness did not truly exist.

9. Defendants and their parent companies, subsidiaries, successors, owners, officers, directors, and/or managing agents have been engaged in a joint enterprise. Moreover, said persons/individuals are joint employers for the following reasons: 1) They indirectly exercised control over the wages, hours or working conditions of employees; 2) They had knowledge (either personally or through officers, directors and/or managing agents) of the work employees were doing for them while supposedly being employed by another entity/individual and failed to prevent the work from occurring; and 3) Said entities retained or assumed a general right of control over hiring, direction, supervision, discipline, discharge, and relevant day-to-day aspects of the workplace behavior of employees.

10. Each of the above-referenced Defendants had authority to set Employers' policies, procedures, and practices as well as the authority to hire, transfer, promote, assign, reward, discipline employees or to effectively recommend said actions. Defendants also had responsibility to act on Employee grievances and/or to effectively recommend actions on employee grievances. Defendants also had the authority and/or responsibility to direct daily work activities of Employees. The exercise of said authority and responsibility by the above-referenced individual Defendants required the use of their independent judgment.

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11. At all times here and four years before the filing of the Complaint, Defendants either employed individuals in California and/or were involved in managing businesses and/or employees in California. During those years, Defendants were provided with notifications from various governmental agencies as well as various publications advising them of the requirements of the employment laws referenced here. Accordingly, Defendants knew the obligations owed to employees/joint employees under California law. As such, Defendants' failures to comply with the applicable Labor Code sections, Industrial Wage Orders, regulations, and local laws as described here were done willfully, intentionally and with knowledge of their illegality. Despite said knowledge, Defendants deliberately approved, established and/or implemented company-wide policies, procedures and/or practices they knew violated California law as set forth here and did so for the purpose of maximizing the profits of and/or their own personal gain (monetary or otherwise) to the illegal detriment of Plaintiff and those similarly situated employees of Defendants.

12. Additionally, Defendants knew it was necessary to possess, and Defendants did possess, a certain level of knowledge and skill to comply with the labor and employment laws applicable to their area of business. Said knowledge was vastly superior to that of Defendants' employees. Moreover, Defendants' employees depended on Defendants to know, record and/or track certain information to ensure California labor laws were followed. Such things include the dates and times worked by employees, when wages were owed to employees, the number of rest and meal breaks, when rest and meal breaks were required to be provided, provision and payment of certain vested benefits, reimbursement of expenses, timely payment of wages, consideration given to regular rate of pay computations, payment of all wages at the time of separation and the information required to be accurately reported on employee wage statements, etc., as articulated in the causes of action set forth in this First Amended Complaint.

13. The facts linking the fictitiously designated Defendants with the causes of action

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alleged here and/or the true names and capacities, whether individual, corporate, partnership, or otherwise of Defendants, DOES 1 through 50, are unknown to Plaintiff at this time, who therefore sues Defendants by such fictitious names and will seek to amend this First Amended Complaint to show their true names and/or capacities when ascertained.

14. There is no legally recognized exemption or exception which excused Defendants and Defendants were without legal justification or excuse for failing to comply with laws.

15. Venue as to as to each defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395. The County of Los Angeles is the proper venue, because work for Defendants was performed by Plaintiff and Class/Subclass members in the County of Los Angeles and the legal obligations owed by Defendant to Plaintiff and Class/Subclass members were breached in the County of Los Angeles.

16. The California Superior Court has jurisdiction in this matter, because Plaintiff is a resident of California, and Defendants are qualified to do business in California and regularly conduct business in California. Defendant Aya Healthcare, Inc.'s principal place of business is at 5930 Cornerstone Court West, Suite 300, San Diego, California 92121.

III.
CLASS ACTION ALLEGATIONS

17. Plaintiff brings this action on behalf of himself and all other employees of Defendants who are similarly situated persons as a class action pursuant to California Code of Civil Procedure § 382. There is a well-defined common interest by and among Plaintiff and the putative class and subclass members, and it is impractical to bring all those individuals before the court under separate, different and repetitive actions. Plaintiff also reserves the right to amend or modify the class descriptions set forth below in greater specificity or clarity if required or ordered by the Court in the future, in accordance with Rules 3.765 and 3.766 (b), California Rules of Court – Notice to Class Members. The class which Plaintiff seeks to represent is composed of and defined as follows:

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"Plaintiff Class" – All of Defendants' current and former non-exempt employees who worked remotely for Defendants in California, during the four years before the filing of the Complaint through the time of class certification.

18. Plaintiff seeks to also certify the following subclasses of employees:

a) "Unpaid Wage Subclass" – All members of Plaintiff Class who were not paid their minimum/actual wages, including any time that was unlawfully rounded by Defendants or otherwise considered as off-the-clock, as well as overtime wages for hours worked in excess of eight hours per day at the one and a half rate (of an employee's regular rate of pay) or at a double time rate (of an employee's regular rate of pay) as applicable under Labor Code §§ 500, 510, 1182.12, 1194 and 1198 and applicable Industrial Wage Orders and local ordinances.

b) "Meal Period Subclass" – All members of Plaintiff Class who worked each period exceeding five (5) hours without an uninterrupted, off duty, thirty (30) minute meal period and/or periods in excess of ten (10) hours without a second uninterrupted, off duty, thirty (30) minute meal periods as applicable under Labor Code §§ 512 and 226.7 as well and applicable Industrial Wage Orders and local ordinances.

c) "Rest Period Subclass" – All members of Plaintiff Class who worked periods of four (4) hours or major fraction thereof without a duty-free rest period of at least 10-minutes and who were not compensated one hour's pay at the employee's regular rate for each day that a rest period was not permitted as applicable under Labor Code §§ 512 and 226.7 as well and applicable Industrial Wage Orders and local ordinances.

d) "Vacation Pay Subclass" – All members of Plaintiff Class to whom Defendants failed to pay all vacation wages owed, vested or agreed to upon termination or resignation as required by Labor Code §227.3.

e) "Failure to Maintain and/or Produce Employment Records Subclass" – All members of Plaintiff Class to whom Defendants failed to maintain and/or produce employment records, as required by Labor Code §§ 226, 432, 1174 and 1198.5.

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f) "Failure to Reimburse Business Expense Subclass" – All members of Plaintiff Class to whom Defendants failed to reimburse their business expenses, as required by Labor Code §2800.

g) "Release of Claims Subclass" – All members of Plaintiff Class who are/were required to release their wage and hour claims by Defendants, prohibited by Labor Code §206.5.

h) "Untimely Payment of Wage Subclass" – All members of Plaintiff Class whose wages were not paid in a timely manner as mandated by Labor Code §204.

i) "Failure to Pay Regular Rate of Pay Subclass" – All members of Plaintiff Class who were not paid by Defendants for "regular rate of pay," encompassing all nondiscretionary payment in their computation of premium pay for non-compliant meal, rest ore recovery period under Labor Code § 226.7(c) and *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal5th 858.

j) "Failure to Timely Pay Wages at Separation Subclass" – All members of Plaintiff Class who were not paid their final wages at the time of their separation, as required by Labor Code §§ 201, 202, and 203.

k) "Wage Statement Subclass" – All members of Plaintiff Class who did not receive Code compliant wage statements from Defendants as required by Labor Code §226(a).

l) "UCL Subclass" – All members of the of the above subclasses [set forth in sub-sections a) through k) above] who were subject to unlawful, illegal, unfair and/or deceptive business acts and practices by Defendants and are entitled to disgorgement and restitution of unpaid wages.

19. There is a well-defined community of interest among many persons who comprise a readily ascertainable class and above defined subclasses:

a) Numerosity - The potential members of the Class and Subclasses as defined here are so numerous that the individual joinder of all of them as named plaintiffs is impracticable. The number of members of the Class and Subclasses is unknown to

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Plaintiff. It is however estimated that the members are more than 100 individuals, whose identities may readily be ascertained from Defendants' records.

b) Typicality – The claims of Plaintiff are typical of the claims of all members of the Class and Subclasses, who sustained similar damages arising out of Defendants' common course of conduct in violation of law as alleged.

c) Ascertainable Class – The proposed Class and Subclasses are ascertainable as the members can readily be identified and located based on the Defendants' payroll and personnel records.

d) Adequacy – Plaintiff is an adequate representative of the Class and Subclasses. Plaintiff will fairly protect the interests of the members, he has no interest adverse to the members, and he will vigorously pursue this lawsuit on behalf of all the members of the Class and Subclasses. Plaintiff's attorneys are competent, skilled and experienced in litigating large employment law class actions.

e) Superiority - Class action treatment will allow many similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would require. Further, the monetary amounts due to many individual members of the Class and Subclasses are likely to be relatively small, and the burden and expense of individual litigation would make it difficult or impossible for the members to seek and obtain relief. A class action will serve an important public interest by permitting employees harmed by Defendants' unlawful practices to effectively pursue recovery of the sums owed to them.

f) Common Questions of Law and Fact – There are common questions of law and fact as to the members of the Class and Subclasses which are superior to questions affecting only individual members of the Class and Subclasses. The common questions of law and fact are alleged here, and if necessary, will be refined with the progress of formal discovery in the case.

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FIRST CAUSE OF ACTION – FAILURE TO PAY MINIMUM WAGES, BY PLAINTIFF BRYAN AYALA & CLASS/SUBCLASS MEMBERS AGAINST ALL DEFENDANTS

20. Plaintiff incorporates paragraphs 1 through 19 of this First Amended Complaint.

21. Pursuant to Labor Code § 1182.12, applicable Industrial Wage Orders, and local ordinances, Defendants were required to pay Plaintiff and Class/Subclass members at least the minimum hourly wage.

22. Defendants willfully, knowingly, and intentionally failed to calculate and compensate Plaintiff and Class/Subclass members the minimum wages for all the hours worked, including, but not limited to, off the clock work, rounded time, and the time required to clock in/out for rest and/or meal breaks, etc. Said violations also include non-compliance with the local wage ordinances in place.

23. Plaintiff and Class/Subclass members are entitled to recover the wages, damages, penalties, awards, and remedies set forth in the Prayer for Damages.

SECOND CAUSE OF ACTION – FAILURE TO PAY OVERTIME WAGES, BY PLAINTIFF BRYAN AYALA & CLASS/SUBCLASS MEMBERS AGAINST ALL DEFENDANTS

24. Plaintiff incorporates paragraphs 1 through 19 of this First Amended Complaint.

25. Pursuant to Labor Code § 510 and the applicable Industrial Wage Orders, Defendants were required to pay Plaintiff and Class/Subclass members overtime pay as follows:

    a. For work more than 8 hours in one workday, no less than one and one-half times the employee's regular rate of pay for all hours worked more than 8 hours up to and including 12 hours in one workday.

    b. For work more than 12 hours in one workday, no less than twice the employee's regular rate of pay.

    c. For work more than 40 hours in any one workweek, no less than one and one-half times the employee's regular rate of pay for all hours more than 40 hours.

26. At all times during the statute of limitations period applicable to this cause of action,

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Defendants, and each of them, willfully, knowingly, and intentionally failed to calculate and compensate Plaintiff and Class/Subclass members the overtime wages per Labor Code § 510 and/or applicable Industrial Wage Order. Specifically, Defendants unfairly rounded work hours and/or otherwise failed to include all the time worked in calculating the wages that were owed for each pay period, including off the clock work. Hence, Plaintiff and Class/Subclass members were denied overtime wages.

27. Plaintiff and Class/Subclass members are entitled to recover the wages, damages, penalties, awards, and remedies set forth in the Prayer for Damages.

THIRD CAUSE OF ACTION - FAILURE TO PROVIDE MEAL PERIODS OR PREMIUM PAY, BY PLAINTIFF BRYAN AYALA & CLASS/SUBCLASS MEMBERS AGAINST ALL DEFENDANTS

28. Plaintiff incorporates paragraphs 1 through 19 of this First Amended Complaint.

29. Pursuant to Labor Code § 512 and the applicable Wage Orders, an employer may not employ an employee to work more than a five hours per day without providing the employee with a thirty-minute meal break within the first five hours.

30. Labor Code § 512 and the applicable Wage Order further provide that an employer may not employ an employee for a work period of more than ten hours per day without providing the employee with a second meal period of not less than 30 minutes. California law also requires that for a meal period to qualify as a valid meal period under the law, the meal period must be timely, off-duty, unrestricted, and uninterrupted.

31. Defendants either deprived Plaintiff and Class/Subclass members of taking the meal period(s) required each workday, required them to take their meal periods after the fifth hour of work, restricted meal periods, and/or interrupted meal periods. As a result, Defendants were required by Labor Code § 226.7 and/or the applicable IWC Wage Orders to pay Plaintiff and Class/Subclass members "premium pay," i.e., one (1) hour of pay at their regular rate of pay for each workday.

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32. For the period that Plaintiff and Class/Subclass members were employed by Defendants, Defendants failed to provide meal periods and failed to pay premium pay.

33. Plaintiff and Class/Subclass members are entitled to recover the wages, damages, penalties, awards, and remedies set forth in the Prayer for Damages.

FOURTH CAUSE OF ACTION – FAILURE TO PROVIDE REST PERIODS OR PREMIUM PAY, BY PLAINTIFF BRYAN AYALA & CLASS/SUBCLASS MEMBERS AGAINST ALL DEFENDANTS

34. Plaintiff incorporates paragraphs 1 through 19 of this First Amended Complaint.

35. Pursuant to the California Labor Code, the applicable Industrial Wage Order, and/or applicable regulation, employers must authorize and permit employees to take paid rest periods at the rate of 10 minutes net rest time per four hours or major fraction thereof (unless the total work time is less than 3 ½ hours). So far as practical, the mandatory rest breaks must be provided in the middle of each work period of the workday. And, the rest break must be paid, timely, off-duty, unrestricted, and uninterrupted.

36. Plaintiff and Class/Subclass members regularly worked more than 6 hours a day, entitling them to two 10-minute rest breaks -- one in the middle of the first work period of each workday and one in the middle of the second work period during each workday.

37. In violation of California law, Defendants either 1) deprived Plaintiff and Class/Subclass members of taking the rest periods required under California law, 2) required them to take the rest breaks too early or too late (even though it was practical for Plaintiff and Class/Subclass members to take their rest breaks in the middle of each work period), 3) restricted the rest breaks and/or 4) interrupted the rest breaks.

38. In violation of Labor Code § 226.7, Defendants also failed to pay Plaintiff and Class/Subclass members one (1) hour of pay at their regular rate of pay for each workday that a rest break was not provided, was provided too early or too late, was

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on-duty, was restricted, and/or was interrupted.

39. Plaintiff and Class/Subclass members are entitled to recover the wages, damages, penalties, awards, and remedies set forth in the Prayer for Damages.

FIFTH CAUSE OF ACTION – FAILURE TO PAY VESTED VACATION BENEFITS, BY PLAINTIFF BRYAN AYALA & CLASS/SUBCLASS MEMBERS AGAINST ALL DEFENDANTS

40. Plaintiff incorporates paragraphs 1 through 19 of this First Amended Complaint.

41. As required by Labor Code § 227.3, unless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off their vested vacation time, all vested vacation shall be paid to them as wages at their final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination.

42. Defendants have violated and continue to violate Labor Code § 227.3 by failing to pay Plaintiff and Class/Subclass members vested vacation time at the time of their separation from Defendants.

43. Plaintiff and Class/Subclass members are entitled to recover the wages, damages, penalties, awards, and remedies set forth in the Prayer for Damages.

SIXTH CAUSE OF ACTION – FOR FAILURE TO MAINTAIN AND/OR PRODUCE EMPLOYEE RECORDS, BY PLAINTIFF BRYAN AYALA & CLASS/SUBCLASS MEMBERS AGAISNT ALL DEFENDANTS

44. Plaintiff incorporates paragraphs 1 through 19 of this First Amended Complaint.

45. Defendants have failed and continue to fail record keeping practices in compliance with Labor Code Sections 1174 (c) and (d), which in pertinent part provide: “(c) Keep a record showing the names and addresses of all employees employed and the ages of all minors. (d) Keep at a central location in the state or at the plants or establishments

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at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by, and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned."

46. Defendants have failed to produce complete employment records requested by Plaintiff, in violation of Labor Code §§ 226, 432 and 1198.5 and applicable Industrial Wage Orders.

47. Plaintiff and Class/Subclass members are entitled to recover the wages, damages, penalties, awards, and remedies set forth in the Prayer for Damages.

SEVENTH CAUSE OF ACTION – FOR FAILURE TO REIMBURSE ALL BUSINESS EXPENSES, BY PLAINTIFF BRYAN AYALA & CLASS/SUBCLASS MEMBERS AGAINST ALL DEFENDANTS

48. Plaintiff incorporates paragraphs 1 through 19 of this First Amended Complaint.

49. Labor Code § 2800 provides, in pertinent part, "[a]n employer shall in all cases indemnify the employee for losses caused by the employer's want of ordinary care. "Labor Code § 2802 provides, in pertinent part, "[a]n employer shall indemnify the employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or His duties…"

50. Defendants required Plaintiff and Class/Subclass members to incur certain expenses during the course and scope of the work for Defendants. Defendants have failed to reimburse Plaintiff and Class/Subclass members for said business related expenses under California law.

51. Plaintiff and Class/Subclass members are entitled to recover the wages, damages, penalties, awards, and remedies set forth in the Prayer for Damages.

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EIGHTH CAUSE OF ACTION – FOR RELEASE OF CLAIMS FOR WAGE VIOLATIONS, BY PLAINTIFF BRYAN AYALA & CLASS/SUBCLASS MEMBERS AGAINST ALL DEFENDANTS

52. Plaintiff incorporates paragraphs 1– 51, except for paragraphs 20, 23, 24, 27, 28, 33, 34, 39, 40, 43, 44, 47, 48, and 51 of this First Amended Complaint.

53. California Labor Code section 206.5 prohibits employers from requiring employees to execute releases of a claim or right "on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee."

54. Plaintiff and Class/Subclass members were required to release their claims for unpaid wages, penalties, and other claims as a condition to receiving their paychecks. That practice is in violation of California Labor Code § 206.5. Plaintiff and Class/Subclass members are entitled to penalties, attorney's fees, costs, and interest, per Labor Code §§ 2699(a), (f)-(g).

55. Plaintiff and Class/Subclass members are entitled to recover the wages, damages, penalties, awards, and remedies set forth in the Prayer for Damages.

NINTH CAUSE OF ACTION – FAILURE TO PAY WAGES/ TIMELY PAY WAGES FOR ALL TIME WORKED, BY PLAINTIFF BRYAN AYALA & CLASS/SUBCLASS MEMBERS AGAINST ALL DEFENDANTS

56. Plaintiff incorporates paragraphs 1– 55, except for paragraphs 20, 23, 24, 27, 28, 33, 34, 39, 40, 43, 44, 47, 48, 51, 52, and 55 of this First Amended Complaint.

57. Pursuant to Labor Code § 200, wages in California include all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation. Wages under Labor Code § 200 also include vested benefits such as premium pay for missed, untimely, on-duty, restricted and/or interrupted meal periods and/or rest breaks. Plaintiff and Class/Subclass members must be paid all earned wages

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within the timeframes set forth in Labor Code § 204.

58. Defendants willfully, knowingly, and intentionally failed to pay Plaintiff and Class/Subclass members for all time worked. Defendants also failed to pay for missed, untimely, short, on-duty, interrupted or restricted meal and/or rest breaks.

59. Since such wages were not paid, said wages were also not paid in accordance with the time frames set forth in Labor Code § 204.

60. Plaintiff and Class/Subclass members are entitled to recover the wages, damages, penalties, awards, and remedies set forth in the Prayer for Damages.

TENTH CAUSE OF ACTION – FAILURE TO PAY REGULAR RATE OF PAY, BY BRYAN AYALA & CLASS/SUBCLASS MEMBERS AGAINST ALL DEFENDANTS

61. Plaintiff incorporates paragraphs 1– 60, except for paragraphs 20, 23, 24, 27, 28, 33, 34, 39, 40, 43, 44, 47, 48, 51, 52, 55, 56, and 60 of this First Amended Complaint.

62. Defendants have failed and continue to fail to take into consideration the "regular rate of pay," encompassing all nondiscretionary payments, not just hourly wages, in their computation of premium pay for non-compliant meal, rest or recovery period under Labor Code Section 226.7(c) and *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal5th 858.

63. Defendants have also failed and continue to fail to take into consideration the regular rate of pay in their computation of overtime pay pursuant to Labor Code Section 510(a).

64. Plaintiff and those Class/Subclass members who received non-discretionary bonuses were denied the appropriate wages based on the regular rate analysis and adjustments.

65. Plaintiff and Class/Subclass members are entitled to recover the damages, penalties, awards, and other remedies set forth in the Prayer for Damages.

ELEVENTH CAUSE OF ACTION FOR FAILURE TO TMELY PAY WAGES OWED AT TIME OF SEPARATION, BY PLAINTIFF BRYAN AYALA & CLASS/SUBCLASS MEMBERS AGAINST ALL DEFENDANTS

66. Plaintiff incorporates paragraphs 1– 65, except for paragraphs 20, 23, 24, 27, 28, 33,

34, 39, 40, 43, 44, 47, 48, 51, 52, 55, 56, 60, 61, and 65 of this First Amended Complaint.

67. Pursuant to Labor Code § 201, employers are required to immediately pay employees all wages due at the time employees are discharged. Additionally, pursuant to Labor Code § 202, if an employee gives at least 72-hours previous notice of their intent to quit/retire, the employer is required to pay the employee all wages due at the time the employee quits/retires. Pursuant to Labor Code § 202, if an employee does not give 72-hours previous notice of their intention to quit/retire, the employer is required to pay the employee all wages due within 72-hours of the time the employee leaves employment.

68. In violation of Labor Code §§ 201-202, Plaintiff and Class/Subclass members were not paid all paid all wages due at the time of their separation from Defendants even though said Defendants knew such payment was owed in accordance with Labor Code §§ 201-202. Plaintiff and Class/Subclass members were not paid overtime, regular time, minimum, and premium wages. Also, Plaintiff and Class/Subclass members were not paid vacation/PTO benefits that were owed at the time of their separation from Defendants. Defendants willfully violated Labor Code §§ 201-202 and the applicable IWC Wage Order(s).

69. Because Plaintiff and Class/Subclass members were not paid all the wages owed in accordance with the time frames set forth in Labor Code §§ 201-202, pursuant to Labor Code § 203, Defendants were required to pay regular wages from the due date thereof at the same rate until paid, up to a maximum of thirty (30) days of pay.

70. Plaintiff and Class/Subclass members are entitled to recover the wages, damages, penalties, awards, and remedies set forth in the Prayer for Damages.

TWELFTH CAUSE OF ACTION – FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS, BY PLAINTIFF BRYAN AYALA & CLASS/SUBCLASS MEMBERS AGAINST ALL DEFENDANTS

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71. Plaintiff incorporates paragraphs 1–70, except for paragraphs 20, 23, 24, 27, 28, 33, 34,

39, 40, 43, 44, 47, 48, 51, 52, 55, 56, 60, 61, 65, 66, and 70 of this First Amended Complaint.

72. Pursuant to Labor Code § 226(a), each time an employer pays wages to an employee, the Employer is required to furnish the employee with an "accurate itemized statement in writing" that itemizes the following: 1) gross wages earned; 2) total hours worked; 3) the number of piece-rate units earned and the applicable piece rates; 4) all deductions; 5) net wages earned; 6) the inclusive dates for which the employee is being paid; 7) name of the employee and only the last 4 digits of his/her social security number or employee I.D. number; 8) the name and address of the legal entity of the employer; and 9) all hourly rates in effect to the pay period and hours worked at each hourly rate.

73. Defendants violated Labor Code §226(a) by not providing Plaintiff and Class/Subclass members with Code compliant wage statements.

74. As a result, Plaintiff and Class/Subclass members were unable to reasonably, promptly and easily determine the information intended to be communicated to Plaintiff and Class/Subclass members. A reasonable person would also have been unable to readily discern the above information without reference to other documents or information.

75. Plaintiff and Class/Subclass members are entitled to recover the wages, damages, penalties, awards, and remedies set forth in the Prayer for Damages.

THIRTEENTH CAUSE OF ACTION – UNFAIR BUSINESS PRACTICES, BY PLAINTIFF BRYAN AYALA & CLASS/SUBCLASS MEMBERS AGAINST ALL DEFENDANTS

76. Plaintiff incorporates paragraphs 1–75, except for paragraphs 20, 23, 24, 27, 28, 33, 34, 39, 40, 43, 44, 47, 48, 51, 52, 55, 56, 60, 61, 65, 66, 70, 71, and 75 of this First Amended Complaint.

77. Business and Professions Code §17200 provides as applicable ". . . [U]nfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice ...."

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78. Business and Professions Code §17205 provides that unless otherwise expressly provided, the remedies or penalties provided for unfair competition "are cumulative to each other and to the remedies or penalties available under all other laws of this state."

79. Business and Professions Code §17204 provides that an action for any relief from unfair competition may be prosecuted by any person who has suffered injury in fact and has lost money or property because of such unfair competition.

80. Defendants have engaged in unlawful business acts or practices, including those set forth in the preceding paragraphs of this First Amended Complaint and have wrongfully deprived Plaintiff and Class/Subclass from the minimum working standards and conditions under the California Labor Code, the Code of Regulations and/or applicable IWC Wage Order(s), as set forth here.

81. Defendants have also engaged in unfair business practices in California by practicing, employing, and utilizing the employment practices outlined in the preceding paragraphs, which have been incorporated for this Cause of Action.

82. Defendants' use of such illegal and unfair practices constitutes an unfair business practice, unfair competition and provides an unfair advantage over Defendants' competitors who comply with the above-referenced employment laws and regulations.

83. Defendants have engaged in said unlawful and unfair business practices on a continuous basis for many years up until the present time. As a result, Plaintiff and Class/Subclass have suffered injury in fact and has lost money and/or property as described here.

84. Defendants are required to pay restitution to restore all monies withheld, acquired and/or converted, and the court is requested to issue an injunction prohibiting Defendants from engaging in the foregoing conduct, and as necessary, appoint a receiver.

85. Plaintiff and Class/Subclass are entitled in addition to an award of attorneys' fees and costs of suit on this cause of action pursuant to Code of Civil Procedure §1021.5 as well as other damages set forth in the Prayer for Damages.

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FOURTEENTH CAUSE OF ACTION – VIOLATION OF LABOR LAWS GIVING RISE TO AN ACTION PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT (PAGA),

BY PLAINTIFF BRYAN AYALA & CLASS/SUBCLASS MEMBERS AGAINST ALL DEFENDANTS

86. Plaintiff incorporates paragraphs 1–75, except for paragraphs 20, 23, 24, 27, 28, 33, 34, 39, 40, 43, 44, 47, 48, 51, 52, 55, 56, 60, 61, 65, 66, 70, 71, 75, 76, and 85 of this First Amended Complaint.

87. Plaintiff brings this cause of action pursuant to the Private Attorneys General Act (Labor Code §2699 et seq.) on behalf of himself and all aggrieved employees as described as follows:

88. All current and former employees of Defendants who were either 1) classified as non-exempt employees and who were employed remotely or 2) should have been classified as non-exempt employees and who were employed remotely, who worked for Defendants at any time during the following time period: One year before the date that the PAGA Notice Letter was filed with the LWDA to the present and continuing until the unlawful employment practices are stopped or a judgment is obtained.

89. Plaintiff has exhausted all statutory prerequisites to filing a Private Attorneys General Action in this matter by providing written notice to the Labor and Workforce Development Agency on December 26, 2025, that Defendants had violated and were continuing to violate provisions of the California Labor Code. Pursuant to the PAGA, said filing and submission through the LWDA portal resulted in a tolling of the applicable statute of limitation(s).

90. At least sixty-five days have passed since Plaintiff provided written notice (by online submission to the Labor and Workforce Development Agency and by certified mail to Defendants) that Defendants had violated and continued to violate provisions of the California Labor Code. Plaintiff has not received notice from the LWDA that it intends to prosecute an action against Defendants. Therefore, as statutorily permitted by Labor

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Code § 2699.3, Plaintiff has the right to commence a PAGA action pursuant to Labor Code § 2699.

91. As applicable under California law, Plaintiff and the rest of the aggrieved employees (on behalf of the LWDA, themselves, and/or other aggrieved employees) are entitled to recover the penalties, awards, attorneys' fees, costs, interest, and other remedies set forth in Labor Code §2699 et seq. and corresponding provisions of the Labor Code.

92. On behalf of himself and the remaining aggrieved employees, Plaintiff alleges the following PAGA counts, as set forth in PAGA Notice of December 26, 2025:

a. Overtime Violations based on the incorporated paragraphs.

b. Minimum Wage Violations based on the incorporated paragraphs.

c. Meal Period Violations based on the incorporated paragraphs.

d. Rest Break Violations based on the incorporated paragraphs.

e. Vacation Pay Violations based on the incorporated paragraphs.

f. Payment/Use of Sick Time Violations based on the incorporated paragraphs.

g. Regular Rate of Pay/Inadequate Compensation based on the incorporated paragraphs.

h. Timely Wage Payment Violations based on the incorporated paragraphs.

i. Waiting Time Violations at Time of Separation based on the incorporated paragraphs.

j. Wage Statements Violations based on the incorporated paragraphs.

k. Failure to Maintain Accurate Payroll Records based on the incorporated paragraphs.

l. Unreimbursed Business Expenses Violations based on the incorporated paragraphs.

m. Release of Claims for Wages Due Violations based on the incorporated paragraphs. and,

Because of the foregoing and incorporated PAGA violations, Plaintiff and other aggrieved

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employees are entitled to recover penalties, awards, and remedies set forth in the Prayer for Damages.

PRAYER FOR DAMAGES

WHEREFORE, Plaintiff, on his behalf and on behalf of all Class and Subclass members as well as the current and former aggrieved employees of Defendants, prays for judgment against Defendants, and each of them, and requests the following orders, legal and equitable relief, penalties and damages, including fees, costs and interest:

1. An order certifying that Plaintiff may pursue his claims as a class action under Section 382 of the Code of Civil Procedure.
2. An order certifying Plaintiff Class and each Subclass.
3. An order appointing Plaintiff's counsel as Class and/or Subclass counsel.
4. Payment of all unpaid/underpaid wages, including but not limited to regular wages, overtime wages, vacation/PTO benefits, and/or minimum wages, pursuant to Labor Code §§ 510 and 1194.
5. All premium pay/wages owed for untimely, missed, or interrupted meal periods and/or rest breaks.
6. Payment of continuing wages to the fullest extent under Labor Code § 203.
7. All statutory penalties under the Labor Code for an employee and class/subclass members to recover from Defendants for violation(s) of the Labor Code, applicable Industrial Wage Order(s) and/or local laws/ordinances which were violated.
8. Reimbursement of all business expenses pursuant to Labor Code §2802.
9. All liquidated damages under the Labor Code, including Labor Code §§1194.2 and 1197.1.
10. All equitable relief permitted under California law.
11. Full restitution of all monies and disgorgement of wrongfully obtained profits pursuant to Bus. & Prof. Code §§17203 and 17204.
12. A preliminary and permanent injunction prohibiting Defendants from engaging in the unlawful and/or unfair employment practices and appointment of a receiver.

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13. All civil penalties and/or other penalties and remedies recoverable under the PAGA pursuant to the prevailing PAGA statues, including, but not limited to, Labor Code §§ 2698, 2699, 2699.3, 2699.5, 2699.6 and 2699.8, applicable Industrial Wage Order(s) and/or local ordinances.
14. Reasonable attorneys' fees and costs pursuant to statutes, including, but not limited to Labor Code §§ 218.5 and 1194 as well as Code of Civil Procedure §102.5, to the fullest extent permitted under California law.
15. For costs of suit, prejudgment and post-judgment interest in accordance with proof.
16. For such other relief that the Court may deem just and proper.

DATED: April 1, 2026 **MOORADIAN LAW, APC**

Zorik Mooradian

By: ______________________________

Zorik Mooradian,
Haik Hacopian
Attorneys for Plaintiff Bryan Ayala and all other Class/Subclass Members and Aggrieved Employees

DEMAND FOR A JURY TRIAL

Plaintiff Bryan Ayala hereby demands a jury trial in the above case.

DATED: April 1, 2026 **MOORADIAN LAW, APC**

Zorik Mooradian

By: ______________________________

Zorik Mooradian,
Haik Hacopian
Attorneys for Plaintiff Bryan Ayala and all other Class/Subclass Members and Aggrieved Employees

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and am not a party to the within action, my business address is 24007 Ventura Blvd., Suite 210, Calabasas, Calabasas, CA 91302.

On **April 1, 2026**, I served on the parties of record in this action the foregoing document(s) described as:

FIRST AMENDED COMPLAINT – CLASS AND REPRESENTATIVE ACTION

on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

MOLLIE M. BURKS, ESQ.
mburks@grsm.com
CHRISTINA R. KING, ESQ.
cking@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
100 Pringle Avenue, Suite 300
Walnut Creek, California 94596
Telephone: (510) 463-8600
Facsimile: (510) 984-1721

Attorneys for Defendant AYA HEALTHCARE, INC.

☒ **BY E-MAIL** – Based on a court order or agreement of the parties to accept service by electronic transmission, I caused the above document(s) to be sent to the persons(s) at the e-mail addresses listed on the service list above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **April 1, 2026** at Calabasas, California.

_/s/Haik Hacopian_______________
Haik Hacopian