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Attorneys for Plaintiff,
JENNIFER WISE, and all others similarly situated
(Additional counsel for Plaintiff on the following page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE
(UNLIMITED JURISDICTION)

JENNIFER WISE, on behalf of herself and all
others similarly situated, and as an “aggrieved
employee” on behalf of other “aggrieved
employees” under the Labor Code Private
Attorneys General Act of 2004,

Plaintiff(s),

vs.

SPRINGS CHARTER SCHOOLS, INC., a
California corporation; RIVER SPRINGS
CHARTER SCHOOL, INC., a California
corporation; EMPIRE SPRINGS CHARTER
SCHOOL, INC., a California corporation;
HARBOR SPRINGS CHARTER SCHOOL,
INC., a California corporation; CITRUS
SPRINGS CHARTER SCHOOL, INC., a
California corporation; VISTA SPRINGS
CHARTER SCHOOL, INC., a California
corporation; PACIFIC SPRINGS CHARTER
SCHOOL, INC., a California corporation and
DOES 1-50, inclusive,

Defendants.

Case No.: RIC2002359

CLASS ACTION

**FOURTH AMENDED COMPLAINT
FOR:**

1. Failure to Pay All Wages for All Hours
Worked at the Correct Rates of Pay (Lab.
Code §§ 510, 1194, 1197, and 1198);
2. Failure to authorize and permit rest
breaks (Lab. Code §§ 226.7 and 1198);
3. Failure to provide meal periods (Lab.
Code §§ 226.7, 512, and 1198);
4. Failure to Provide Accurate Written
Wage Statements (Lab. Code § 226);
5. Waiting Time Penalties (Lab. Code §§
201-203);
6. Unfair Competition (Bus. & Prof. Code
§§ 17200, *et seq.*); and
7. Civil Penalties (Lab. Code §§ 2698, *et
seq.*)

JURY TRIAL DEMANDED



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1 Plaintiff JENNIFER WISE (hereafter “Plaintiff”), on behalf of herself and all others
2 similarly situated, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action based on alleged violations of
5 the California Labor Code, Industrial Welfare Commission Order No. 5-2001 (hereafter “the
6 Wage Order”) and the Business and Professions Code against defendants SPRINGS CHARTER
7 SCHOOLS, INC., a California corporation; RIVER SPRINGS CHARTER SCHOOL, INC., a
8 California corporation; EMPIRE SPRINGS CHARTER SCHOOL, INC., a California
9 corporation; HARBOR SPRINGS CHARTER SCHOOL, INC., a California corporation;
10 CITRUS SPRINGS CHARTER SCHOOL, INC., a California corporation; VISTA SPRINGS
11 CHARTER SCHOOL, INC., a California corporation; PACIFIC SPRINGS CHARTER
12 SCHOOL, INC., a California corporation; and DOES 1 through 50, inclusive (collectively
13 “Defendants”).

14 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to her
15 and other similarly situated applicants for employment and prospective, current and former
16 employees who worked in California, including, but not limited to human resources staff,
17 administrative staff, teachers, and persons in similar positions, at any time during the period
18 beginning four years prior to the filing of this action to the present, for unpaid wages and other
19 related relief. These claims are based on Defendants’ alleged failures to (1) compensate Plaintiff
20 and the below-described Class for all hours worked at the correct rates of pay; (2) provide meal
21 periods; (3) authorize and permit rest breaks; (4) provide accurate written wage statements, (5)
22 timely pay wages upon termination of employment, and (6) fairly compete. Additionally, Plaintiff
23 seeks civil penalties under the California Labor Code Private Attorneys General Act, Labor Code
24 §§ 2698, *et seq.* (“PAGA”). Accordingly, Plaintiff now seeks to recover civil penalties, unpaid
25 wages, and related relief through this class action.

26 **JURISDICTION AND VENUE**

27 3. This Court has subject matter jurisdiction because the aggregate claims of Plaintiff
28 and the Class Members, inclusive of all relief, place more than \$25,000 in controversy.

4. There is no basis for federal question subject matter jurisdiction in this case.
Specifically, Plaintiff asserts claims on behalf of herself and the Class Members that solely arise
under California law, rather than federal law.



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1 remaining Defendants, and in doing the things hereinafter alleged, were acting within the course
2 and scope of such agency or employment, and with the approval and ratification of each of the
3 other Defendants.

4 17. At all relevant times, in perpetrating the acts and omissions alleged herein,
5 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack
6 of a practice which resulted in Defendants not paying Plaintiff and the Class in accordance with
7 applicable California labor laws as alleged herein.

8 18. Plaintiff is informed and believes and thereon alleges that each and every one of
9 the acts and omissions alleged herein were performed by, and/or are attributable to, all
10 Defendants, each acting as agents and/or employees, and/or under the direction and control of
11 each of the other Defendants, and that said acts and failures to act were within the course and
12 scope of said agency, employment, and/or direction and control.

13 **CLASS ALLEGATIONS**

14 19. This action has been brought and may be maintained as a class action pursuant to
15 California Code of Civil Procedure § 382 because there is a well-defined community of interest
16 among the persons who comprise the readily ascertainable class defined below and because
17 Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class
18 action.

19 20. **Class Definition:** The Class is defined as follows: all persons who attended one
20 of Defendants' "pre-employment" meetings in California, at any time during the period
21 beginning four years prior to the filing of this action and ending on the date that final judgement
22 is rendered in this action.

23 21. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
24 right to amend or modify the class definitions with greater specificity, by further division into
25 subclasses and/or by limitation to particular issues.

26 22. **Numerosity:** The Class is so numerous that the joinder of each individual class
27 member is impractical. While Plaintiff does not currently know the exact number of the Class,
28 Plaintiff is informed and believes that the actual number exceeds the minimum required for
29 numerosity under California law.

30 23. **Commonality and Predominance:** Common questions of law and fact exist as
31 to all class members and predominate over any questions which affect only individual class



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members. These questions include, but are not limited to:

A. Whether Defendants failed to pay all wages earned to Class Members for all hours worked at the correct rates of pay;

B. Whether Defendants failed to provide meal periods to Class Members;

C. Whether Defendants failed to authorize and permit rest breaks for Class Members;

D. Whether Defendants knowingly and intentionally failed to provide the Class Members with accurate and complete wage statements;

E. Whether Defendants failed to timely pay final wages upon termination of the Class Members' employment;

F. Whether Defendants engaged in unfair competition within the meaning of Business and Professions Code §§ 17200, *et seq.*, with respect to the Class;

G. Whether the Class Members are entitled to restitution of money or property that Defendants may have acquired from them through alleged Labor Code violations;

H. Whether the Class Members are entitled to prejudgment interest; and

I. Are the Class Members entitled to attorneys' fees?

24. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims. Plaintiff is informed and believes and thereon alleges that Defendants have a policy, practice, or a lack of a policy which resulted in Defendants failing to comply with the California Labor Code and the Business and Professions Code as alleged herein.

25. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in that she has no interests that are adverse to, or otherwise in conflict with, the interests of absent class. Plaintiff is dedicated to vigorously prosecuting this action on behalf of the Class. Plaintiff will fairly and adequately represent and protect the interests of the Class.

26. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent Class Members, are experienced in class action litigation and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and the absent Class.

27. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of class' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to simultaneously and



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1 efficiently prosecute their common claims in a single forum without the unnecessary duplication
2 of effort and expense that numerous individual actions would entail. In addition, the monetary
3 amounts due to many individual class members are likely to be relatively small and would thus
4 make it difficult, if not impossible, for individual class members to both seek and obtain relief.
5 Moreover, a class action will serve an important public interest by permitting class members to
6 effectively pursue the recovery of monies owed to them. Further, a class action will prevent the
7 potential for inconsistent or contradictory judgments inherent in individual litigation.

8 **STATEMENT OF FACTS**

9 28. In or about January of 2019, Defendants first employed Plaintiff to work in
10 California as a non-exempt hourly human resources generalist at their charter school located in
11 Temecula, California. Defendants continuously employed Plaintiff in this capacity from the time
12 of her hire until on or about May 10, 2019, when her employment ended.

13 29. Plaintiff and the Class Members earned their wages at an hourly rate or salary and
14 Defendants provided them with paychecks on either a bi-weekly or semimonthly basis. At the
15 inception of Plaintiff's employment, Defendants issued her and the Class Members their
16 paychecks on a bi-weekly basis. In approximately March of 2019, Defendants began issuing
17 paychecks to Plaintiff and the Class on a semimonthly basis.

18 30. At relevant times within the applicable limitations period, Defendants required
19 Plaintiff and the Class Members to perform work while clocked out. At the inception of Plaintiff's
20 and the Class Members' employment, Defendants required them to complete various onboarding
21 tasks, such as obtaining background checks and tuberculosis tests, and completing various
22 paperwork, such as IRS Forms I-9 and W-4, worksite and school tours, outside of their scheduled
23 working hours. Defendants also required Plaintiff and the Class Members to attend a new-hire
24 orientation while clocked out from work. Defendants failed to compensate Plaintiff and the Class
25 for this work performed off-the-clock. Though these activities exceeded five hours in a day,
26 Defendants did not authorize and permit Plaintiff and the Class Members to take rest periods or
27 provide them with meal periods.

28 31. Defendants failed to maintain accurate written employee records pertaining to
Plaintiff and the other Class Members, including accurate wage statements itemizing each Class
Member's gross wages earned, net wages earned, total hours worked, corresponding number of
hours worked at each rate by the Class Member, and other requirements of California Labor Code



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§ 226.

32. At all relevant times, upon resignation or termination, Defendants failed to pay final wages in a timely manner as a result of their failure to pay employees for all work performed off-the-clock. Defendants willfully failed and refused to pay timely compensation and wages, including, but not limited to, regular time and overtime wages for hours they worked while completing preliminary onboarding tasks and while attending training and orientation sessions while off-the-clock.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED

(Lab. Code §§ 510, 1194, 1197, and 1198)

33. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

34. At all relevant times, Plaintiff and the Class Members have been non-exempt employees of Defendants and entitled to the benefits and protections of California Labor Code § 510, 1194, 1197, 1198, and the Wage Order.

35. Section 2 of the Wage Order defines “hours worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

36. Section 3 of the Wage Order states:

(A) Daily Overtime - General Provisions

(1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee’s regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day’s work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1 ½) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a



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workweek; and

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary.

37. Section 4 of the Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consist of all hours that an employer has actual or constructive knowledge that employees are working.

38. Labor Code section 510 states:

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

39. California Labor Code § 1194 invalidates any agreement between an employer and an employee to work for less than the minimum wage required under the applicable Wage Order.

40. California Labor Code § 1197 makes it unlawful for an employer to pay an employee less than the minimum wage required under the applicable Wage Order for all hours worked during a payroll period.

41. California Labor Code § 1198 makes it unlawful for an employer to employ an employee under conditions that violate the Wage Order.

42. In conjunction, these provisions of the California Labor Code require employers

1 to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates
2 for all hours worked, including unrecorded hours when the employer knew or reasonably should
3 have known that employees were working during those hours. (See *Morillion v. Royal Packing*
4 *Co.* (2000) 22 Cal.4th 575, 585.)

5 43. Plaintiff is informed and believes that, at all relevant times, Defendants have
6 applied centrally devised policies and practices to her and the Class Members with respect to
7 working conditions and compensation arrangements.

8 44. At all relevant times, Defendants paid Plaintiff and the Class Members at an
9 hourly rate or salary on either a bi-weekly or semimonthly basis.

10 45. At all relevant times, Defendants failed to pay Plaintiff and the Class Members
11 for all hours worked at the correct rates of pay, including, but not limited to, regular and overtime
12 wages for all hours they worked while completing preliminary onboarding tasks and while
13 attending training and orientation sessions while off-the-clock.

14 46. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
15 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
16 failure to compensate the Class for all hours worked at the correct rate of pay as required by
17 California law.

18 47. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
19 have suffered damages in an amount, subject to proof, to the extent that they were not paid the
20 full amount of wages earned during each pay period during the applicable limitations period,
21 including minimum, overtime, and double-time wages.

22 48. Pursuant to California Labor Code § 1194, Plaintiff, on behalf of herself and Class
23 Members, seeks to recover unpaid wages, liquidated damages in amounts equal to the amounts
24 of unpaid wages, interest thereon, and awards of reasonable costs and attorneys' fees, including
25 interest thereon, as permitted by law, all in amounts subject to proof.

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SECOND CAUSE OF ACTION
FAILURE TO PROVIDE REST BREAKS
(Lab. Code §§ 226.7 and 1198)

(By Plaintiff and the Class against all Defendants)

49. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

50. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 226.7, 1198, and the Wage Order.

51. Labor Code § 1198 states,

“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

52. In relevant part, Section 12 of the Wage Order states:

Rest Periods:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate often (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided.

53. “[I]n the context of an eight-hour shift, ‘[a]s a general matter,’ one rest break should fall on either side of the meal break. (*Ibid.*)” *Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1032, 273 P.3d 513, 531.

54. In addition, Labor Code Section 226.7 states



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

55. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be provided with net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

56. Defendants failed to provide Plaintiff with all required rest breaks in accordance with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at relevant times within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy which resulted in Defendants not providing the Class Members with all rest breaks required by California law. Defendants failed to pay Plaintiff the additional wages required by California Labor Code § 226.7 for all rest breaks not provided to her. Plaintiff is informed and believes and thereon alleges that, at relevant times within the applicable limitations period, Defendants have maintained a policy, practice, or a lack of a policy which resulted in Defendants not providing the Class Members with additional wages for all rest breaks not provided to them as required by California Labor Code § 226.7. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have suffered damages in amounts subject to proof to the extent they were not paid additional wages owed for all rest breaks not provided to them. By reason of the above, Plaintiff and the Class Members are entitled to premium wages for workdays in which one or more rest breaks were not provided to them pursuant to California Labor Code § 226.7.

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THIRD CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS
(Lab. Code §§ 226.7, 512, and 1198)

(By Plaintiff and the Class against all Defendants)

57. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

58. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

59. Labor Code § 1198 states,

“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

60. In relevant part, Labor Code Section 512 states

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

61. In relevant part, Section 11 of the Wage Order states:

Meal Periods:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.

(B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be



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1 waived by mutual consent of the employer and the employee only if the
2 first meal period was not waived.

3 (C) Unless the employee is relieved of all duty during a 30
4 minute meal period, the meal period shall be considered an “on duty” meal
5 period and counted as time worked. An “on duty” meal period shall be
6 permitted only when the nature of the work prevents an employee from
7 being relieved of all duty and when by written agreement between the
8 parties an on-the job paid meal period is agreed to. The written agreement
9 shall state that the employee may, in writing, revoke the agreement at any
10 time.

11 (D) If an employer fails to provide an employee a meal period in
12 accordance with the applicable provisions of this order, the employer shall
13 pay the employee one (1) hour of pay at the employee’s regular rate of
14 compensation for each workday that the meal period is not provided.

15 62. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the
16 Class Members were entitled to be provided with uninterrupted meal periods of at least 30 minutes
17 for each day they worked five or more hours. Pursuant to California Labor Code § 512, they were
18 also entitled to a second 30-minute meal period when they worked more than 10 hours in a
19 workday.

20 63. During the relevant time period, Defendants failed to provide Plaintiff with all
21 required meal periods in accordance with California Labor Code § 512 and the Wage Order,
22 including, but not limited to, a second 30-minute uninterrupted meal periods on workdays the
23 employee worked more than ten hours in a workday. Plaintiff is informed and believes and
24 thereon alleges that, at relevant times within the applicable limitations period, Defendants
25 maintained a policy, practice, or a lack of a policy which resulted in Defendants not providing the
26 Class Members with all meal periods required by California Labor Code § 512 and the Wage
27 Order, including, but not limited to, a second 30-minute uninterrupted meal period on workdays
28 they worked more than ten hours in a workday.

64. Defendants failed to pay Plaintiff the additional wages required by California
Labor Code § 226.7 for all meal periods not provided to her. Plaintiff is informed and believes
and thereon alleges that, at relevant times within the applicable limitations period, Defendants
have maintained a policy, practice, or a lack of a policy which resulted in Defendants not



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1 providing the Class Members with additional wages for all meal periods not provided to them as
2 required by California Labor Code § 226.7.

3 65. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
4 suffered damages in amounts subject to proof to the extent they were not paid additional wages
5 owed for all meal periods not provided to them.

6 66. By reason of the above, Plaintiff and the Class Members are entitled to premium
7 wages for workdays in which one or more meal periods were not provided to them pursuant to
8 California Labor Code § 226.7.

9 **FOURTH CAUSE OF ACTION**

10 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

11 **(Lab. Code § 226)**

12 **(By Plaintiff and the Class against all Defendants)**

13 67. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

14 68. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were
15 entitled to receive, semimonthly or at the time of each payment of wages, an accurate itemized
16 statement showing, among other items, 1) gross wages earned; 2) total hours worked, except for
17 any employee whose compensation is solely based on a salary and who is exempt from payment
18 of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
19 Commission; 3) net wages earned; and 4) all applicable hourly rates in effect during the pay
20 period and the corresponding number of hours worked at each hourly rate by the employee.

21 69. Pursuant to California Labor Code § 226(e), an employee is deemed to suffer
22 injury if the employer fails to provide a wage statement. Additionally, an employee is deemed to
23 suffer injury if the employer fails to provide accurate and complete information as required by
24 California Labor Code § 226(a) and the employee cannot "promptly and easily determine" from
25 the wage statement alone one or more of the following:

26 A. The amount of the gross wages or net wages paid to the employee during
27 the pay period or any of the other information required to be provided on the itemized wage
28 statement pursuant to California Labor Code § 226(a);

B. Which deductions the employer made from gross wages to determine the
net wages paid to the employee during the pay period;

C. The name and address of the employer and, if the employer is a farm labor



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1 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
2 and address of the legal entity that secured the services of the employer during the pay period;
3 and

4 D. The name of the employee and only the last four digits of his or her social
5 security number or an employee identification number other than a social security number.

6 70. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
7 means a reasonable person would be able to readily ascertain the information without reference
8 to other documents or information.

9 71. As alleged herein, Defendants failed to provide Plaintiff and the Class Members
10 all wages owed, including but not limited to, all regular and overtime wages owed at the correct
11 rates. As a result, Defendants have failed to properly and accurately itemize each employee’s
12 gross wages earned, net wages earned, the total hours worked, the corresponding number of hours
13 worked by employees, and other requirements of California Labor Code § 226. As a result,
14 Defendants have violated California Labor Code § 226.

15 72. Defendants’ failure to provide Plaintiff and the Class Members with accurate and
16 complete wage statements was knowing and intentional. Defendants had the ability to provide
17 Plaintiff and the Class with accurate wage statements but intentionally provided wage statements
18 that Defendants knew were not accurate, or did not provide wage statements at all.

19 73. As a result of being provided with inaccurate wage statements by Defendants,
20 Plaintiff and the Class have suffered injury. Their legal rights to receive accurate wage statements
21 were violated and they were misled about the amount of wages they had actually earned and were
22 owed. In addition, the absence of accurate information on their wage statements prevented
23 immediate challenges to Defendants’ unlawful pay practices, has required discovery and
24 mathematical computations to determine the amounts of wages owed, has caused difficulty and
25 expense in attempting to reconstruct time and pay records and/or has led to the submission of
26 inaccurate information about wages to state and federal government agencies. Further, Plaintiff
27 and the Class Members were not able to ascertain from the wage statements whether Defendants
28 complied with their obligations under California Labor Code § 226(a).

74. Pursuant to California Labor Code § 226(e), Plaintiff and the Class are entitled to
recover the greater of actual damages, or penalties of fifty dollars (\$50.00) for the initial pay
period in which a violation of California Labor Code § 226(a) occurred and one hundred dollars



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1 (\$100.00) for each violation of California Labor Code § 226(a) in a subsequent pay period, not
2 to exceed an aggregate penalty of four thousand dollars (\$4,000.00) per Class Member, and are
3 also entitled to an award of costs and reasonable attorneys' fees.

4 **FIFTH CAUSE OF ACTION**

5 **WAITING TIME PENALTIES**

6 **(Lab. Code §§ 201-203)**

7 **(By Plaintiff and the Class against all Defendants)**

8 75. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

9 76. At all relevant times during the applicable limitations period, Plaintiff and the
10 Class Members have been non-exempt employees of Defendants and entitled to the benefits and
11 protections of California Labor Code §§ 201-203 and the Wage Order.

12 77. California Labor Code § 201 provides that all earned and unpaid wages of an
13 employee who is discharged are due and payable immediately at the time of discharge.

14 78. California Labor Code § 202 provides that all earned and unpaid wages of an
15 employee who quits after providing at least 72-hours notice before quitting are due and payable
16 at the time of quitting and that all earned and unpaid wages of an employee who quits without
17 providing at least 72-hours notice before quitting are due and payable within 72 hours.

18 79. By failing to pay earned regular and overtime wages to Plaintiff and the Class
19 Members at the correct rates, Defendants failed to timely pay them all earned and unpaid wages
20 in violation of California Labor Code § 201 or § 202.

21 80. Plaintiff is informed and believes that Defendants' failures to timely pay all final
22 wages to her and the Class Members have been willful in that Defendants have the ability to pay
23 final wages in accordance with California Labor Code §§ 201 and 202 but have intentionally
24 adopted policies or practice that are incompatible with those requirements.

25 81. California Labor Code § 203 provides that the wages of an employee continue on
26 a daily basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned
27 and unpaid wages to the employee in accordance with California Labor Code § 201 or § 202.

28 82. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff
and the Class Members all of their earned and unpaid wages have been willful in that, at all
relevant times, Defendants have deliberately maintained policies and practices that violate the
requirements of the Labor Code and the Wage Order even though, at all relevant times, they have



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1 had the ability to comply with those legal requirements.

2 83. Pursuant to California Labor Code § 203, Plaintiff seeks waiting time penalties
3 on behalf of herself and the Class, in amounts subject to proof not to exceed 30 days of waiting
4 time penalties for each Class Member.

5 **SIXTH CAUSE OF ACTION**

6 **UNFAIR COMPETITION**

7 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

8 **(By Plaintiff and the Class against all Defendants)**

9 84. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

10 85. At all relevant times, Plaintiff and the Class Members have been non-exempt
11 employees of Defendants and entitled to the benefits and protections of the Business and
12 Professions Code §§ 17200, *et seq.*

13 86. The unlawful conduct of Defendants alleged herein amounts to and constitutes
14 unfair competition within the meaning of California Business & Professions Code §§ 17200, *et*
15 *seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly
16 gained a competitive advantage over other comparable companies doing business in California
17 that comply with their legal obligations to, among other things, pay their employees all earned
18 wages for all regular and overtime hours worked.

19 87. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the
20 Class Members have suffered injuries in fact and have lost money or property. Defendants
21 deprived Plaintiff and the Class Members of minimum wages, overtime wages, double-time
22 wages, premium wages for all workdays one or more meal periods were not provided, premium
23 wages for all workdays one or more rest periods were not provided, and reimbursement for
24 expenses that Plaintiff and the other Class Members incurred during the course of performing
25 their duties and in advance of employment.

26 88. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
27 Class Members are entitled to restitution of all monies rightfully belonging to them that
28 Defendants did not pay them or otherwise retained by means of their unlawful and unfair business
practices.

89. Plaintiff and the Class are entitled to reasonable attorneys' fees in connection with
their unfair competition claims pursuant to California Code of Civil Procedure § 1021.5, the



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substantial benefit doctrine and/or the common fund doctrine.

90. Accordingly, with respect to this cause of action, on behalf of herself and the Class, Plaintiff prays for the herein stated relief, and an award of all reasonable costs and attorneys' fees, including interest thereon, as permitted by law, all in amounts subject to proof.

SEVENTH CAUSE OF ACTION

CIVIL PENALTIES

(By Plaintiff and the Class against all Defendants)

91. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

92. The "Aggrieved Employees" are all individuals currently and formerly employed in California as non-exempt hourly employees, including but not limited to human resources staff, administrative staff, teacher, and other hourly employees in comparable positions during the period beginning April 29, 2019 and ending on the date that final judgment is entered in this action.

93. Labor Code § 204 states

(a) All wages, other than those mentioned in Section 201, 201.3, 201.4, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and last day, inclusive, of any calendar month, shall be paid between the 1st and 10th day of the following month. . . .

(b) (1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

(2) An employer is in compliance with the requirements of subdivision (a) of Section 226 relating to total hours worked by the employee, if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in a subsequently issued paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.

(c) However, when employees are covered by a collective bargaining agreement that provides different pay arrangements, those arrangements shall apply to the covered employees.



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(d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

94. Defendants paid wages on to employees on either bi-weekly or semimonthly intervals. Defendants failed to pay Plaintiff on such intervals for all wages earned and all hours worked, including but not limited to all regular and overtime wages for hours she worked while completing onboarding tasks and while attending training and orientation sessions while off-the-clock. On information and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved Employees on such intervals for all wages earned and all hours worked.

95. During the applicable time period, Defendants violated California Labor Code §§ 201, 202, 203, 204, 226, 510, 1174, 1194, 1197, and 1198.

96. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of themselves and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

97. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class are entitled to recover civil penalties for each of Defendants' violations of California Labor Code §§ 201, 202, 203, 204, 226, 510, 1174, 1194, 1197, and 1198 during the applicable limitations period in the following amounts:

A. For violations of California Labor Code § 204, one hundred dollars (\$100.00) for each aggrieved employee for each initial violation and two hundred dollars (\$200.00) for each aggrieved employee for each subsequent, willful or intentional violation (penalty amounts established by California Labor Code § 210).

B. For violations of California Labor Code § 226(a), two hundred fifty dollars (\$250.00) for each aggrieved employee for initial violations and one thousand dollars (\$1,000.00) for each aggrieved employee for each subsequent violation (penalty amounts established by California Labor Code § 226.3).

C. For violations of California Labor Code § 510 fifty dollars (\$50.00) for each aggrieved employee for initial violations and one hundred dollars (\$100.00) for each aggrieved employee for each subsequent violation, per pay period (penalty amounts established by California Labor Code § 558).

D. For violations of California Labor Code § 1174, five hundred dollars



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1 (\$500.00) for each aggrieved employee for each violation (penalty amounts established by
2 California Labor Code § 1174.5).

3 E. For violations of California Labor Code § 1197, one hundred dollars
4 (\$100.00) for each aggrieved employee per pay period for each initial and intentional violation
5 and two hundred fifty dollars (\$250.00) for each aggrieved employee per pay period for each
6 subsequent violation (regardless of whether the initial violations were intentionally committed)
(penalty amounts established by California Labor Code § 1197.1).

7 F. For violations of California Labor Code §§ 201, 202, 203, 1194, and 1198,
8 one hundred dollars (\$100.00) for each aggrieved employee per pay period for each initial
9 violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each
10 subsequent violation (penalty amounts established by California Labor Code § 2699(f)(2)).

11 98. Plaintiff has complied with the procedures for bringing suit specified in California
12 Labor Code § 2699.3. By letters dated April 29, 2020 and May 6, 2020, Plaintiff gave written
13 notice online with the Labor and Workforce Development Agency (“LWDA”) and gave written
14 notice by certified mail to Defendants of the specific provisions of the California Labor Code
15 alleged to have been violated, including the facts and theories in support of the alleged violations.
16 Plaintiff accompanied her LWDA notices with fees in the amount of \$75.00. True and correct
17 copies of Plaintiff’s written notice to the LWDA dated April 29, 2020 and May 6, 2020 are
collectively attached hereto as **Exhibit A**. The LWDA has not responded to Plaintiff’s letters.

18 99. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
19 Employees are entitled to an award of civil penalties, reasonable attorneys’ fees, and costs in
20 connection with their claims for civil penalties.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff, on behalf of herself and the Class, prays for relief and judgment
23 against Defendants as follows:

- 24 A. An order that the action be certified as a class action;
- 25 B. An order that Plaintiff be appointed class representative;
- 26 C. An order that counsel for Plaintiff be appointed class counsel;
- 27 D. Unpaid wages;
- 28 E. Actual damages;
- F. Statutory damages;



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- G. Liquidated damages;
- H. Restitution;
- I. Declaratory relief;
- J. Equitable relief;
- K. Statutory penalties;
- L. Civil Penalties;
- M. Pre-judgment and post-judgment interest;
- N. Costs of suit;
- O. Interest;
- P. Reasonable attorneys' fees; and
- Q. Such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and all others similarly situated, hereby demands a jury trial on all issues so triable.

Respectfully submitted,

THE SPIVAK LAW FIRM

Dated: May 10, 2023

By: 

DAVID SPIVAK
MAYA CHEAITANI, Attorneys for
Plaintiff, JENNIFER WISE and all others
similarly situated



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EXHIBIT A



SPIVAK LAW

SENT BY ELECTRONIC SUBMISSION AND CERTIFIED MAIL

May 6, 2020

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

RE: *Jennifer Wise/ Springs Charter Schools, Inc.*

To Whom It May Concern:

This notice concerns the following employers:

1. Springs Charter Schools, Inc., a California corporation; and
2. River Springs Charter Schools, Inc., a California corporation

Collectively, the aforementioned employers are herein referred to as "Springs Charter."

This is a supplemental notice to Jennifer Wise's original notice, dated April 29, 2020 (enclosed). The original notice mistakenly referenced the Industrial Welfare Commission Order No. 4-2001, rather than Industrial Welfare Commission Order No. 5-2001 (hereafter the "Wage Order" or "Wage Order 5"). The original notice is incorporated by reference herein.

At all relevant times, Springs Charter has employed persons, conducted business in, and engaged in illegal payroll practices and policies throughout California. Wise and the Aggrieved Employees are "employees" within the meaning of the

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Wage Order, paragraph 2.F, and “Aggrieved Employees” within the meaning of California Labor Code § 2699(c).

The Wage Order

The Wage Order applies to “all persons employed in the public housekeeping industry whether paid on a time, piece rate, commission, or other basis[.]” § 1. “Public Housekeeping Industry” means any industry, business, or establishment which provides meals, housing, or maintenance services whether operated as a primary business or when incidental to other operations in an establishment not covered by an industry order of the Commission, and includes, but is not limited to, the following:

(5) Private schools, colleges, or universities, and similar establishments which provide board or lodging in addition *[sic]* to educational facilities.

§ 2(P). At all relevant times during the applicable limitations period, Wise was employed by Springs Charter as a human resources generalist at an independent charter school. Accordingly, Wise and the Aggrieved Employees are entitled to the protections provided under the Wage Order.

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Conclusion

As noted above, this letter constitutes the required notice under the California Labor Code Private Attorneys General Act of 2004. Please be advised that I will seek both reasonable attorneys' fees and costs under Labor Code section 2699, subdivision (g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



David Spivak, Esq.

david@spivaklaw.com

cc: Jennifer Wise
Walter Haines, Esq.

Springs Charter Schools, Inc.
c/o Agent for Service of Process
Tanya Rogers
27740 Jefferson Avenue
Temecula, CA 92590

River Springs Charter School, Inc.
c/o Agent for Service of Process
Tanya Rogers
27740 Jefferson Avenue
Temecula, CA 92590



SPIVAK LAW

***SENT BY ELECTRONIC SUBMISSION, AND CERTIFIED U.S. MAIL ***

April 29, 2020

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

RE: *Jennifer Wise / Springs Charter Schools, Inc.*

To whom it may concern:

This notice concerns the following employers:

1. Springs Charter Schools, Inc., a California corporation; and
2. River Springs Charter School, Inc., a California corporation

Collectively, the aforementioned employers are herein referred to as "Springs Charter."

Pursuant to the California Labor Code Private Attorneys General Act of 2004 (Lab. Code §§ 2698, *et seq.*), Jennifer Wise (hereafter "Wise") provides notice on behalf of herself and of all individuals currently and formerly employed in California as hourly employees, including but not limited to human resources staff, administrative staff, teachers, and other hourly employees in comparable positions (hereafter referred to collectively as "Aggrieved Employees") by Springs Charter, of violations of California Labor Code §§ 201, 202, 203, 204, 226, 510, 1174, 1174.5, 1194, 1197, and 1198.

At all relevant times, Springs Charter has employed persons, conducted business in, and engaged in illegal payroll practices and policies throughout California. Wise and the Aggrieved Employees are "employees" within the meaning of Industrial Welfare Commission Order No. 4-2001 (hereafter "the Wage Order")

or “Wage Order 4”), paragraph 2.F, and “Aggrieved Employees” within the meaning of California Labor Code § 2699(c).

Statement of Facts

Springs Charter began to employ Wise in approximately January of 2019 as a non-exempt hourly human resources generalist at its charter school located in Temecula, California. Wise continuously worked for Springs Charter in this capacity from the time of her hire until on or about May 10, 2019, when her employment ended.

At all relevant times, Springs Charter employed Wise and the other Aggrieved Employees and issued their paychecks on either a bi-weekly or semimonthly basis. At the inception of Wise’s employment, Springs Charter issued her and the Aggrieved Employees their paychecks on a bi-weekly basis. In approximately March of 2019, Springs Charter began issuing paychecks to Wise and the Aggrieved Employees on a semimonthly basis. At all relevant times, Springs Charter classified Wise and the Aggrieved Employees as non-exempt employees entitled to the protections of both the Labor Code and Wage Order.

Springs Charter required Wise and the Aggrieved Employees to perform work while clocked out. At the inception of their employment, Springs Charter required Wise and the Aggrieved Employees to complete onboarding tasks, such as obtaining background checks and tuberculosis tests, and completing various paperwork such as IRS forms I-9 and W-4, outside of their scheduled working hours. Springs Charter also required Wise and the Aggrieved Employees to attend a new-hire orientation while clocked out from work. Springs Charter failed to compensate Wise and the Aggrieved Employees for this work performed off-the-clock.

For the reasons herein, Wise alleges the following violations of the California Labor Code and the Wage Order on behalf of herself and the Aggrieved Employees:

- a) Springs Charter failed to pay Wise and the Aggrieved Employees for all hours worked at the correct rates of pay including, but not limited to, minimum and overtime pay due to off-the-clock work while completing preliminary onboarding tasks and while attending training and orientation sessions;
- b) Springs Charter failed to provide Wise and the Aggrieved Employees with accurate wage statements;
- c) Springs Charter failed to timely pay Wise and the Aggrieved Employees all earned and unpaid wages during employment; and
- d) Springs Charter failed to timely pay Wise and the Aggrieved Employees who are former employees all earned and unpaid wages at the time of separation from employment.

Accordingly, Wise now seeks civil penalties on behalf of herself and the other Aggrieved Employees based on Springs Charter's alleged violations of the California Labor Code and the Wage Order.

The Wage Order

The Wage Order applies to "all persons employed in professional, technical, clerical, mechanical, and similar occupations[.]" Wage Order § 1. The phrase "Professional, Technical, Clerical, Mechanical, and Similar Occupations" includes "professional, semiprofessional, managerial, supervisory, . . . , clerical, office work, and mechanical occupations" including "teachers." *Id.* § 2 (O).

At all relevant times during the applicable limitations period, Springs Charter employed Wise and the other Aggrieved Employees as human resources generalists, administrative staff, teachers, and employees in comparable positions. Accordingly, Wise and the other Aggrieved Employees are entitled to the protections provided under the Wage Order.

**Failure to Pay All Wages for All Hours Worked at the Correct Rates of
Pay**
(Lab Code §§ 510, 1194, 1197, and 1198)

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

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

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

In relevant part, California Labor Code § 1194 states,

- (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the [...] legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of [...] overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

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

(A) Daily Overtime - General Provisions

- (1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee’s regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8)

hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (a) One and one-half ($1\frac{1}{2}$) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.
- (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

In relevant part, California Labor Code § 510 states,

Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

With respect to overtime wages, the regular rate of pay under California law must include "all remuneration for employment paid to, on behalf of, the employee." O.L. 2002.06.14 (quoting 29 U.S.C. § 207(e)). This requirement includes, but is not limited, to, non-discretionary bonuses. See, e.g., *Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893, 904–05.

Commissions and bonuses must be included in the regular rate whether they are the sole source of the employee's compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§778.117, 778.208. See *Oliver v. Mercy Med. Ctr., Inc.* (9th Cir 1982) 695 F.2d 379.

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

Employers must compensate non-exempt employees for "off-the-clock" work (before punching in or after punching out on a time clock) if the employers knew or should have known that the employees were working those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

Springs Charter knowingly failed to pay Wise and the Aggrieved Employees for all hours worked at the correct rates of pay, including, but not limited to, all regular and overtime wages for hours they worked while completing preliminary onboarding tasks and while attending training and orientation sessions while off-the-clock.

Accordingly, Wise seeks civil penalties on behalf of herself and the other Aggrieved Employees as follows:

1. \$50 for each Aggrieved Employee for each initial violation of California Labor Code § 510, and \$100 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code § 558);
2. \$100 for each Aggrieved Employee for each initial violation of California Labor Code § 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by California Labor Code § 2699(f)(2));
3. \$100 for each Aggrieved Employee for each initial violation of California Labor Code § 1194, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by California labor Code § 2699(f)(2)); and

4. \$100 for each Aggrieved Employee for each initial violation of California Labor Code § 1197, and \$250 for each Aggrieved Employee for each subsequent violation, per pay period (regardless of whether the initial violations were intentionally committed) (penalties set by California Labor Code § 1197.1).

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

California Labor Code § 226 requires employers to furnish employees with accurate itemized written wage statements 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 only the last four digits of his or her social security number or an employee identification 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.

At relevant times during the applicable limitations period, Springs Charter violated California Labor Code § 226 because it did not properly and accurately itemize each employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the employee and other requirements of California Labor Code § 226. Springs Charter failed to state in the wage statements it issued to Wise and the other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, regular and overtime wages for work they performed while completing preliminary onboarding tasks and while attending training and orientation sessions while off-the-clock.

Accordingly, Wise now seeks civil penalties for the Labor Code violations that Springs Charter has committed against herself and the other Aggrieved Employees as follows: \$250 for each Aggrieved Employee for each initial violation of California Labor Code § 226(a), and \$1,000 for each Aggrieved Employee for each subsequent violation (penalties set by California Labor Code § 226.3).

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

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

As alleged herein, Springs Charter failed to timely pay all wages to Wise and the Aggrieved Employees. Springs Charter failed to provide Wise and the other Aggrieved Employees all wages owed, including, but not limited to, all regular and overtime wages for work they performed off the clock.

As a result, Springs Charter failed to pay Wise and the other Aggrieved Employees all wages within the time periods set by California Labor Code § 204. As a result, Springs Charter has violated California Labor Code § 204. Because of Springs Charter's failure to fully pay Wise and the other Aggrieved Employees within the time periods set by California Labor Code § 204, Springs Charter failed to timely pay all wages due during employment.

Accordingly, Wise seeks civil penalties on behalf of herself and Aggrieved Employees as follows:

- (1) \$100 for each Aggrieved Employee for each initial violation of California Labor Code § 204; and
- (2) \$200 for each Aggrieved Employee for each subsequent violation of California Labor Code § 204 (penalties set by Labor Code § 210).

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

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

address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within seventy-two (72) hours of the notice of quitting. *Id.*

Under California Labor Code § 203, if an employer willfully fails to timely pay in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

As alleged herein, Springs Charter failed to provide Wise and the other Aggrieved Employees all wages owed at the time of resignation or termination including, but not limited to, regular and overtime wages they earned for work they performed off-the-clock. As a result, Springs Charter failed to pay Wise and other Aggrieved Employees all wages within the time periods set by California Labor Code §§ 201, 202 and 203. As a result, Springs Charter has violated California Labor Code §§ 201, 202 and 203.

Accordingly, Wise seeks civil penalties on behalf of herself and the other Aggrieved Employees as follows: \$100 for each Aggrieved Employee per pay period in which initial violations of California Labor Code §§ 201, 202 and 203 occurred, and \$200 for each Aggrieved Employee per pay period in which subsequent violations occurred (penalties set by California Labor Code § 2699(f)(2)).

Failure to Maintain Accurate Employment Records
(Lab. Code §§ 1174, 1174.5, 1198)

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

Every person employing labor in this state shall:
...

(c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.

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

Section 7 of Wage Order states,

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

- (1) Full name, home address, occupation and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.

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

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

Springs Charter has willfully failed to maintain the records required by § 1174 and the Wage Order, including but not limited to, all regular and overtime wages for time they worked that they performed off-the-clock while completing preliminary onboarding tasks and while attending training and orientation sessions. Accordingly, Wise seeks civil penalties from Springs Charter on behalf of herself and the other Aggrieved Employee as follows:

1. \$500 for each aggrieved employee for each violation of California Labor Code § 1174 (penalties set by Labor Code § 1174.5); and
2. \$100 for each aggrieved employee for each initial violation of California Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by California Labor Code § 2699(f) (2)).

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Conclusion

As noted above, this letter constitutes the required notice under the California Labor Code Private Attorneys General Act of 2004. Please be advised that I will seek both reasonable attorneys' fees and costs under Labor Code § 2699, subdivision (g) (1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



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cc: Jennifer Wise
Walter Haines, Esq.

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