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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

SUSANA LUNA, an individual; and
CLAUDIA UCHICUA, an individual; on
behalf of themselves and other members of
the general public similarly situated,

Plaintiffs,

v.

ESCUELA POPULAR DEL PUEBLO, a
California Corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 20CV369344

**CLASS ACTION COMPLAINT FOR
DAMAGES AND INJUNCTIVE RELIEF
FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Off-Duty Meal Periods;
4. Failure to Provide Off-Duty Rest Periods;
5. Failure to Provide Accurate Itemized Wage Statements;
6. Failure to Pay Wages Due at Termination;
7. Failure to Indemnify for Necessary Expenditures; and
8. Unfair Competition.

DEMAND FOR JURY TRIAL

Plaintiffs SUSANA LUNA and CLAUDIA UCHICUA (hereinafter “Plaintiffs”), by and through their attorneys of record, allege and complain against Escuela Popular del Pueblo, a California corporation, and DOES 1 through 10, inclusive, (collectively the “Defendants”):

INTRODUCTION

1. For the past 35 years, Defendant Escuela Popular del Pueblo has presented itself to the community of East San Jose as a family learning center grounded on the teaching principles of Paulo Freire – a revolutionary Brazilian thinker who wrote extensively about the power and ability of an educator to effectuate change in society. Freire’s philosophical and pedagogical principles are grounded on the idea that the educator must humble himself/herself in order to develop a condition of reciprocal trust and communication with those s/he seeks to teach and educate. Freire urged teachers and students to unlearn social constructs of race, class, and gender privileges to permit an open dialogue with those of differing views and experiences. Freire asked the more privileged educational and revolutionary leaders to struggle in partnership with the “oppressed” to bring about a more enlightened and equitable world. The ultimate goal of Freire’s philosophy of education is to develop an organic political consciousness rooted in humanitarian principles in the participants of the educational process.

2. Freire does not counsel educational institutions to deprive teachers of a livable wage or to deprive teachers of basic rights, such as meaningful health and safety breaks. In fact, it would be antithetical to Freire's philosophy to further oppress others to carry out an educational project.

3. For at least the past four years, Defendant Escuela Popular has betrayed its founding principles and violated the California Labor Code by engaging in a scheme to misclassify Plaintiffs, and other similarly situated teaching Instructors, as exempt employees.

4. At all times during their employment with Defendant Escuela Popular, Plaintiffs, like other teaching Instructors, were paid a fixed biweekly amount, as specified in their individual employment agreements. The fixed biweekly amount received by each Instructor did not increase or decrease depending on the hours worked, or the quantity and/or quality of the work.

5. During the past four years of employment at Escuela Popular, Plaintiffs were not compensated for a single hour of overtime. Regardless of how many hours they worked in any

1 particular workday or workweek, Plaintiffs' biweekly compensation remained fixed. Defendant
2 Escuela Popular also never tracked or recorded the time worked by its Instructors.

3 6. Defendant Escuela Popular does not require its Instructors to have a bachelor's degree
4 from an accredited institution of higher learning. Defendant Escuela Popular also does not require its
5 Instructors to possess any teaching credentials from a certificating authority in California or any other
6 state. Even though Defendant Escuela Popular did not require its Instructors to have the
7 aforementioned experience and credentials, Defendant Escuela Popular nevertheless held all its
8 Instructors to the same standards as its teachers and required its Instructors to perform the same duties
9 as its teachers on a daily basis, including the preparation of lesson plans, documentation of students'
10 progress, assignments of homework, and the grading of tests, among others. Instructors at Escuela
11 Popular did not have any supervisory or managerial duties, as they had to follow lesson plan goals set
12 by their Instructional Leaders.

13 7. Despite the fact that Plaintiffs, and other Instructors, did not fit into any overtime
14 exemptions under the California Labor Code, Escuela Popular misclassified Plaintiffs as exempt from
15 overtime pay and paid Plaintiffs a fixed salary without paying them overtime compensation and
16 without providing them any meal and rest breaks. Consistent with the duties required of credentialed
17 teachers, Plaintiffs and other Escuela Popular Instructors, worked long hours to meet the needs of their
18 students and to execute all the educational goals set by Defendant Escuela Popular. For example,
19 Plaintiffs and other Instructors regularly worked sixty (60) to seventy (70) hours per week and
20 regularly attended mandatory meetings and educational committees.

21 8. This Class Action seeks to recover restitution for unpaid wages and to prosecute private
22 enforcement of various civil penalties under the California Labor Code, the California Industrial
23 Welfare Commission's ("IWC") Wage Orders, the California Business and Professions Code, and
24 other statutes and regulations applicable to non-exempt employees in the State of California.

25 9. Because Defendant Escuela misclassified Plaintiffs and other Instructors as exempt
26 employees, Plaintiffs bring this Class Action Complaint against Defendant Escuela Popular for the
27 recovery of unpaid wages and penalties for: (i) failing to pay minimum wages; (ii) failing to pay
28 overtime wages; (iii) failing to provide uninterrupted off-duty meal periods and/or required meal

1 period premiums; (iv) failing to provide uninterrupted off-duty rest periods and/or required rest period
2 premiums; (v) failing to furnish accurate wage statements; (vi) failing to maintain wages due upon
3 termination; (vii) failing to indemnify necessary business expenditure; and (viii) engaging in unfair
4 competition..

5 **JURISDICTION AND VENUE**

6 10. This Class Action Complaint is brought pursuant to California Code of Civil Procedure
7 section 382. The monetary damages and restitution sought by Plaintiffs, on behalf of themselves and
8 other similarly situated non-exempt hourly Instructors, exceed the minimal jurisdiction limits of the
9 Superior Court of California and will be established according to proof at trial.

10 11. This Court has original jurisdiction over this Class Action Complaint pursuant to
11 California Constitution, Article VI, Section 10, which grants the Superior Court of California “original
12 jurisdiction in all other causes” except those causes given by statute to other courts. The statutes under
13 which this Class Action Complaint are brought do not specify any other basis for jurisdiction.

14 12. Upon information and belief, this Court has personal jurisdiction over all Defendants
15 in this Class Action Complaint because each party is either a citizen of California, has sufficient
16 minimum contacts in California, or otherwise intentionally avails itself of the California market so as
17 to render the exercise of jurisdiction over it by California courts consistent with traditional notions of
18 fair play and substantial justice.

19 13. Venue is proper in the County of Santa Clara pursuant to California Code of Civil
20 Procedure section 395.5. Plaintiffs were employed and performed work for Defendants in the County
21 of Santa Clara, California, during the time period relevant to this Complaint. Moreover, Defendants
22 maintain offices, have agents, and/or transact business in the County of Santa Clara.

23 **PARTIES**

24 14. At all times relevant to this Class Action Complaint, Plaintiffs Susana Luna and
25 Claudia Uchicua resided in the County Santa Clara, California.

26 15. Plaintiff Susana Luna is an individual over the age of eighteen (18) residing in Santa
27 Clara County, California. Plaintiff Luna worked for Escuela Popular for approximately thirteen (13)
28 years, from 2007 through June 2020. At all times relevant to this lawsuit, Plaintiff Luna worked for

1 Escuela Popular as an Instructor.

2 16. Plaintiff Claudia Uchicua is an individual over the age of eighteen (18) residing in
3 Santa Clara County, California. Plaintiff Uchicua worked for Escuela Popular for approximately ten
4 (10) years, from 2009 through 2019. At all times relevant to this lawsuit, Plaintiff Uchicua worked
5 for Escuela Popular as an Instructor.

6 17. Defendant Escuela Popular del Pueblo is a California State corporation located in the
7 City of San Jose. Escuela Popular maintains its principal business and executive office in Santa Clara
8 County, located at: 149 North White Road, San Jose, California 95127.

9 18. The true names and capacities of Defendants DOES 1 through 10 inclusive, whether
10 corporate, associate, individual or otherwise, are unknown to Plaintiffs and Plaintiffs therefore sue
11 these DOE defendants by fictitious names. On information and belief, each of the DOE defendants is
12 liable for the unlawful acts alleged in this Class Action Complaint and proximately caused the injuries
13 and damages to Plaintiffs and Class Members prosecuting this Class Action Complaint. Once Plaintiffs
14 ascertain the true names and capacities of these DOE Defendants, Plaintiffs will seek leave of court to
15 file an amended Class Action Complaint.

16 19. At all times relevant to this Class Action Complaint, Defendants were the “employer”
17 of Plaintiffs within the meaning of all applicable California laws and statutes.

18 20. At all times relevant to this Class Action Complaint, Defendants were subject to the
19 California Labor Code and IWC Wage Order 4-2001 because their employees worked in the County
20 of Santa Clara and the State of California.

21 21. At all times relevant to this Class Action Complaint, each of the Defendants were the
22 agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-
23 interest, co-conspirators and/or assigns, of each of the other Defendants.

24 22. At all times relevant to this Class Action Complaint, each of the Defendants were acting
25 within the course and scope of their authority as such agents, partners, joint venturers, joint employers,
26 representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or
27 omissions alleged in this Class Action Complaint were committed with the ratification, knowledge,
28 permission, encouragement, authorization and/or consent of each alleged DOE Defendant.

23. Plaintiffs further allege Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and Class Members so as to make each of the Defendants liable under the statutory provisions set forth in this Class Action Complaint as joint employers.

CLASS ACTION ALLEGATIONS

24. Plaintiffs bring this Class Action Complaint on their own behalf and on behalf of all other members of the general public similarly situated who were affected by Defendants' violations of the California Labor Code, IWC Wage Order No. 4-2001, and Business and Professions Code section 17200 et seq.

25. Plaintiffs bring and maintain this Class Action Complaint under Code of Civil Procedure section 382 because a well-defined community of interest exists among the persons who comprise readily ascertainable classes, as defined below.

26. **Relevant Time Period:** The Relevant Time Period is the time period beginning four years prior to the filing of this Class Action Complaint until judgment is entered.

27. **Class Definitions:**

- a. Minimum Wage Class: All of Defendants' current and former non-exempt Instructors in California who were subject to Defendants' timekeeping policies/practices, during the Relevant Time Period.
- b. Overtime Class: All of Defendants' current and former non-exempt Instructors in California who worked more than eight hours per day and/or forty hours per week and were subjected to Defendants' timekeeping policies and practices, during the Relevant Time Period.
- c. Meal Period Class: All of Defendants' current and former non-exempt Instructors in California who worked at least one shift in excess of five (5.0) hours during the Relevant Time Period.
- d. Rest Period Class: All of Defendants' current and former non-exempt Instructors in California who worked at least one shift in excess of three and one-half (3.5) hours during the Relevant Time Period.

- 1 e. Wage Statement Penalty Class: All of Defendants' current and former non-
2 exempt Instructors in California who received a wage statement from
3 Defendants, during the period beginning one year before the filing of this action
4 and ending when final judgment is entered.
- 5 f. Waiting Time Penalty Class: All of Defendants' non-exempt Instructors in
6 California who separated from their employment with Defendants during the
7 period beginning three years before the filing of this action and ending when
8 final judgment is entered.
- 9 g. Business Expenses Reimbursement Class: All of Defendants' current and
10 former non-exempt Instructors in California who incurred necessary business
11 expenses during their employment with Defendants and who were not
12 indemnified by Defendants for those expenses during the Relevant Time
13 Period.
- 14 h. UCL Class: All members of the:; (i) Minimum Wage Class; (ii) Overtime
15 Class; (iii) Meal Period Class; (iv) Rest Period Class; (v) Wage Statement
16 Penalty Class; (vi) Business Expenses Reimbursement Class; and (vii) Waiting
17 Time Penalty Class.

18 28. Plaintiffs reserve the right to seek leave of this Court to amend this Class Action
19 Complaint to plead additional subclasses or modify any Class definition as Plaintiffs deem appropriate,
20 based on their investigation, discovery, and specific theories of liability.

21 29. Members of the Classes described above will be collectively referred to as "Class
22 Members" in this Class Action Complaint.

23 30. **Numerosity**: The Class Members are so numerous that joinder of all Class Members
24 is impracticable. The entire memberships of the Classes are unknown to Plaintiffs at this time;
25 however, the Classes are estimated to be greater than forty (40) individuals for each Class and the
26 identities of Class Members are readily ascertainable by an inspection of Defendants' employment
27 records.

28 31. **Commonality and Predominance**: Common questions of law and fact exist as to all

1 Class Members and predominate over any questions that affect only individual Class Members. These
2 common questions include, but are not limited to:

- 3 a. Whether Defendants had a corporate policy and practice of failing to pay their
4 hourly non-exempt Instructors within the State of California for all hours
5 worked;
- 6 b. Whether Defendants failed to pay minimum wages to Plaintiffs and Class
7 Members for all hours worked;
- 8 c. Whether Defendants failed to pay overtime wages to Plaintiffs and Class
9 Members for all overtime hours worked;
- 10 d. Whether Defendants' failure to pay wages, including minimum and overtime
11 pay, without abatement or reduction in accordance with the California Labor
12 Code and IWC Wage Order 4-2001 was willful;
- 13 e. Whether Defendants required Plaintiffs and Class Members to work over eight
14 (8) hours per day and/or over forty (40) hours per week and failed to pay the
15 legally required overtime compensation to Plaintiffs and Class Members;
- 16 f. Whether Defendants had a corporate policy and practice of failing to pay
17 Plaintiffs and Class Members premium pay for missed meal and rest periods
18 (short, late, interrupted, and/or missed altogether) in violation of California law;
- 19 g. Whether Defendants deprived Plaintiffs and Class Members of meal and/or rest
20 periods or required Plaintiffs and Class Members to work during meal and/or
21 rest periods without compensation;
- 22 h. Whether Defendants failed to timely pay all wages due to Plaintiffs and Class
23 Members during their employment;
- 24 i. Whether Defendants failed to pay all wages due to Plaintiffs and Class
25 Members within the required time upon their separation – discharge or
26 resignation;
- 27 j. Whether Defendants provided accurate, itemized wage statements to Plaintiffs
28 and Class Members as required by California law;

- k. Whether Defendants failed to reimburse Plaintiffs and Class Members for necessary business-related expenses and costs;
- l. Whether Defendants' conduct was willful or reckless;
- m. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200 et seq.;
- n. Whether Plaintiffs and Class Members are entitled to compensatory damages pursuant to the California Labor Code and IWC Wage Order No. 4-2001; and
- o. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law.

32. **Typicality:** Plaintiffs' claims are typical of the claims of other Class Members. Plaintiffs are informed and believe and thereon allege that Defendants have a policy or practice of failing to comply with the California Labor Code, IWC Wage Order No. 4-2001 and the Business and Professions Code as alleged in this Class Action Complaint.

33. **Adequacy:** Plaintiffs will fairly and adequately protect the interests of each Class Member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated in this Class Action Complaint. Plaintiffs have no interest that is antagonistic to the other Class Members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred and will continue to incur during the pendency of this Class Action Complaint, costs and attorneys' fees that have been, are, and will necessarily be expended for the prosecution of this Class Action Complaint for the substantial benefit of each Class Member.

34. **Superiority:** A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all Class Members is impractical.

35. **Public Policy Considerations:** Certification of this Class Action Complaint as a class action will advance public policy objectives. Employers throughout the State of California violate employment and labor laws on a daily basis. Current employees are often reluctant to assert their rights individually because of fear of direct or indirect retaliation by their employers. Class actions however provide Class Members, who are not specifically named in the Class Action Complaint, with

1 anonymity that allows for the vindication of their rights without fear of direct or indirect retaliation by
2 their employers.

3 **GENERAL ALLEGATIONS**

4 36. At all times relevant to this Class Action Complaint, Defendants employed Plaintiffs
5 and other California residents as hourly employees within the State of California, including the County
6 of Santa Clara.

7 37. During the four years immediately preceding the filing of this Class Action Complaint,
8 Defendants employed Plaintiffs as full-time and/or part-time Instructors.

9 38. Plaintiffs are informed, believe, and thereon allege that Escuela Popular is a charter
10 school. Escuela Popular operates four (4) different educational academies: (1) Childcare Academy;
11 (2) TK-8th Dual Language Academy; (3) High School Youth Bilingual Academy; and (4) High School
12 Adults Bilingual Academy and Vocational Training. All of these academies are operated
13 independently from the local school districts and are geared to serve the community of East San Jose.

14 39. Plaintiffs are informed, believe, and thereon allege, that during the four years preceding
15 the filing of the Class Action Complaint and continuing to the present, Defendants employed
16 Instructors in each of their four educational academies. The Instructors hired were not required to
17 have teaching credentials nor a bachelor's degree.

18 40. Plaintiffs are informed, believe, and thereon allege that Defendants compensated their
19 Instructors with an average rate of pay ranging from \$15.00 to \$20.00 per hour.

20 41. Plaintiff Luna specifically worked as an Instructor for the following courses: English
21 as a Second Language – Level 2A; English as a Second Language – Level 3A; English as a Second
22 Language – Level 3B; Basic Math (Modules E, F, F2, and L); Math Lab; and Theatre.

23 42. Plaintiff Uchicua specifically worked as an Instructor for the following courses:
24 English as a Second Language – Level 1B; English as a Second Language – Level 2A; English as a
25 Second Language – Level 2B; English as a Second Language – Level 3A; English – Level 1; Basic
26 Math (Modules F, G, and H); and Social Studies.

27 43. Defendants continue to employ and misclassify hourly, non-exempt Instructors in
28 California.

Plaintiffs' and Class Members' Job Duties and Responsibilities

44. As Instructors, Plaintiffs and Class Members were charged with performing all the duties and responsibilities assigned to credentialed teachers at Defendant Escuela Popular. These duties and responsibilities included: (1) providing multiple subject instruction in Spanish and English; (2) preparing daily lesson plans using textbook materials, supplemental instructional materials, and audio visual aids; (3) implementing curricula and classroom activities to comply with state standards; (4) conferring with parents and students periodically to assess progress; (5) providing behavioral and academic intervention for students; (6) supervising and disciplining students in accordance with the student discipline code; (7) evaluating students through teacher-made tests, standardized tests, and observations; (8) participating in extracurricular and school community activities; (9) collaborating with colleagues to align curriculum and share best practices; and (10) maintaining office hours to attend to educational student needs and concerns.

45. Plaintiffs' and Class Members' job duties did not involve exercising discretion over matters of significance at Defendant Escuela Popular. For example, Instructors did not have any supervisory authority over any other employees. Moreover, Instructors did not have input concerning the educational curricula for the various classes they taught at Defendant Escuela Popular. In fact, Plaintiffs Luna and Uchicua reported directly to the instructional leaders and principals of the morning and afternoon shifts.

46. Although Plaintiffs' and Class Members' daily schedule varied from day to day, Plaintiffs and Class Members generally worked a shift of eight (8) to ten (10) hours per day on the premises of Defendant Escuela Popular, which included making themselves available to students for office hours. Plaintiffs and Class Members also performed work outside of the school's premises to prepare lesson plans, prepare progress examinations, and grade exams and assignments.

47. As part of their job duties, Plaintiffs and Class Members also were required to participate in at least three different school committees. For example, Plaintiff Luna was required to participate in the Awards and Day of the Dead Committees. Plaintiff Luna also was required to organize and participate in the annual parents/teachers conference held at Defendant Escuela Popular. On some occasions, Defendant Escuela Popular forced Instructors to carry out their committee work

1 during meal and rest break periods. On other occasions, Defendant Escuela Popular required
2 Instructors to attend committee activities on the weekends, especially when such activities included
3 field trips to various locations throughout the Bay Area.

4 48. At all relevant times during their work-related travels, Plaintiffs and Class Members
5 were subject to the control and direction of Defendants and their agents.

6 49. Prior to the start of every school year, Defendant Escuela Popular provided and
7 continues to provide written employment agreements to Instructors detailing their yearly
8 compensation, work schedule, and benefits. On information and belief, the Employment Agreements
9 are essentially identical for every Instructor at Defendant Escuela Popular. Notably, the Employment
10 Agreements for Instructors at Defendant Escuela Popular conspicuously and explicitly indicate that
11 Instructors are non-exempt employees at the top of the first page.

12 50. Section B(2) of Defendant Escuela Popular's Employment Agreements for Instructors
13 is entitled "Work Schedule." Yet, it fails to provide a specific work schedule for each Instructor,
14 providing instead that the work schedule is to be "determined by Supervisor."

15 51. Section B(3) of Escuela Popular's Employment Agreements for Instructors provides
16 the total base compensation that Instructors are to receive on an annual basis. This Section also
17 indicates that Instructors are to be paid in bi-monthly installments. Section B(3) fails to provide the
18 regular hourly rate and the overtime hourly rate for each Instructor.

19 52. Although Plaintiffs and Class Members regularly worked substantially more than eight
20 hours (8) per day and forty (40) hours per week during their employment with Defendants, Defendants
21 did not compensate Plaintiffs and Class Members at the mandated time-and-a-half rate for hours
22 worked in excess of eight (8) hours per day and in excess of forty (40) hours per week, or at the
23 mandated double rate for hours worked in excess of twelve (12) hours per day. Defendants instead
24 misclassified Plaintiffs as exempt from overtime pay and paid a salary without any overtime pay
25 during their years of employment.

26 53. Furthermore, because Defendants misclassified Plaintiffs and Class Members as
27 exempt employees, Defendants did not provide Plaintiffs and Class Members with compliant meal
28 and rest periods.

1 54. Among other things, Defendants required Plaintiffs and Class Members to perform an
2 array of work exceeding their scheduled work shifts, including performing work before or after
3 scheduled shifts, working through or during meal periods and rest periods, and working on evenings,
4 weekends and holidays without receiving any compensation.

5 55. Most importantly, Plaintiffs and Class Members spent their workdays performing non-
6 managerial, non-exempt tasks—duties that did not bring Plaintiffs and Class Members within any
7 exemption from overtime under California law.

8 56. In misclassifying Plaintiffs and Class Members as exempt employees, Defendants
9 therefore failed to pay Plaintiffs and Class Members for the regular and overtime hours worked on a
10 daily and weekly basis.

11 57. In misclassifying Plaintiffs and Class Members as exempt employees, Defendants
12 therefore failed to pay Plaintiffs premiums due for untimely, uninterrupted or non-duty-free meal or
13 rest periods.

14 58. At all times relevant to this Class Action Complaint, on information and belief, skilled
15 lawyers, employees, and other professionals who were knowledgeable about California’s wage and
16 hour laws, employment, and personnel practices, and the requirements of California law, advised
17 Defendants.

18 59. At all times relevant to this Class Action Complaint, California law required
19 Defendants to compensate Plaintiffs and Class Members for all hours worked (including minimum
20 wages and overtime wages) and Defendants did not compensate Plaintiffs and Class Members for all
21 wages earned for work that Defendants required them to perform. Furthermore, in violation of the
22 Labor Code and IWC Wage Order No. 4-2001, Defendants failed to pay Plaintiffs and Class Members
23 all wages due—including minimum wages and overtime wages—for all hours worked.

24 60. At all times relevant to this Class Action Complaint, California law required
25 Defendants to provide Plaintiffs and Class Members with compliant meal periods or pay Plaintiffs and
26 Class Members one (1) additional hour of pay at Plaintiffs’ and Class Members’ regular rate of pay
27 when Defendants did not provide them with a compliant meal period. On information and belief, in
28 violation of the Labor Code and IWC Wage Order No. 4-2001, Defendants did not always provide

1 Plaintiffs and Class Members with compliant meal periods and did not provide Plaintiffs and Class
2 Members with one (1) additional hour of pay at Plaintiffs' and Class Members' regular rate of pay
3 when Defendants did not provide Plaintiffs and Class Members with a compliant meal period.

4 61. At all times relevant to this Class Action Complaint, California law required
5 Defendants to provide Plaintiffs and Class Members rest periods or payment of one (1) additional hour
6 of pay at Plaintiffs' and Class Members' regular rate of pay when Defendants did not provide Plaintiffs
7 and Class Members with a compliant rest period. On information and belief, in violation of the Labor
8 Code and IWC Wage Order No. 4-2001, Defendants did not always provide Plaintiffs and Class
9 Members with compliant rest periods and Defendants did not provide Plaintiffs and Class Members
10 with payment of one (1) additional hour of pay at Plaintiffs' and Class Members' regular rate of pay
11 when Defendants did not provide Plaintiffs and Class Members with a compliant rest period.

12 62. At all times relevant to this Class Action Complaint, California law required
13 Defendants to timely pay Plaintiffs and Class Members their wages due during their employment. On
14 information and belief, in violation of the California Labor Code and IWC Wage Order No. 4-2001,
15 Defendants did not pay Plaintiffs and Class Members all of their wages within the required time
16 periods required.

17 63. At all times relevant to this Class Action Complaint, California law required
18 Defendants to timely pay Plaintiffs and Waiting Time Class Members their wages upon separation of
19 employment. On information and belief, in violation of the California Labor Code and IWC Wage
20 Order No. 4-2001, Defendants did not pay Plaintiffs and Waiting Time Class Members all of their
21 wages due upon separation of employment within the required time period , including, but not limited
22 to: unpaid minimum and overtime wages.

23 64. At all times relevant to this Class Action Complaint, California law required
24 Defendants to provide Plaintiffs and Class Members with accurate and itemized wage statements in
25 accordance with California law. On information and belief, in violation of the California Labor Code
26 and IWC Wage Order No. 4-2001, Defendants did not provide Plaintiffs and Class Members with
27 accurate and itemized wage statements detailing their total hours worked, number of hours worked at
28 each hourly rate, and gross and net wages, among other required information .

65. At all times relevant to this Class Action Complaint, California law required Defendants to reimburse Plaintiffs and Class Members for business-related expenditures. On information and belief, in violation of the California Labor Code and IWC Wage Order No. 4-2001, Defendants did not provide Plaintiffs and Class Members with indemnification or reimbursement for all business-related expenditures, including expenses associated with driving their personal vehicles.

66. At all times relevant to this Class Action Complaint, California law required Defendants to fully compensate Plaintiffs and Class Members, and Defendants, despite having the financial ability to pay such compensation, willfully, knowingly and intentionally failed to do so, in order to increase their profits at the expense of Plaintiffs' and Class Members' rights under California law.

67. In view of the Defendants' aforementioned violations of the California Labor Code and IWC Wage Order No. 4-2001, Plaintiffs bring this Class Action Complaint on behalf of themselves, as individuals, and on behalf of all Class Members, seeking monetary and injunctive relief against Defendants to recover, among other things, unpaid wages, interest, attorneys' fees, penalties, costs, and expenses.

68. As alleged in this Class Action Complaint, Defendants have engaged in a systematic pattern and practice of wage theft under the California Labor Code and IWC Wage Order No. 4-2001 for the purpose of maximizing profit at the expense of their employees' rights under California law, all of which contribute to Defendants' deliberate unfair competition.

69. Plaintiffs further bring this Class Action Complaint pursuant to California Labor Code section 218, which provides that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

SPECIFIC ALLEGATIONS

Failure to Pay Minimum and Overtime Wages

70. First, Defendants had, and continue to have, a company-wide policy and/or practice of understaffing their academies to maximize profits. This practice resulted in chronic understaffing, such that there were insufficient employees on duty to handle the workload. Without proper staffing, Defendants lacked the necessary coverage to relieve Instructors of their duties. As a result, Defendants

1 did not always provide Plaintiffs and Class Members with meal periods as required by California law.
2 That is, Defendants did not provide Plaintiffs and Class Members with meal periods that were timely,
3 complete, and uninterrupted, if any meal periods were provided at all.

4 71. Additionally, Defendants required Plaintiffs and Class Members to assist students,
5 administrators, and at times parents, in their classrooms even when they were on their meal periods,
6 interrupting their meal periods and forcing them to work without pay. Given that the Instructors did
7 not have a break room, separate and apart from their assigned classrooms, Plaintiffs and Class
8 Members regularly had their meal periods interrupted by students, administrators and students' parents
9 after they initiated their meal periods and in between assigned classes. As such, Plaintiffs and Class
10 Members missed meal periods and/or had their meal periods interrupted, without receiving any
11 compensation from Defendants for this time worked.

12 72. Second, Defendants had, and continue to have, a company-wide policy that fails to pay
13 overtime and double time to their Instructors. Defendants instituted this scheme in direct violation
14 California law, so that Defendants did not have to pay statutorily required overtime and double time
15 for hours worked in excess of eight (8) and twelve (12) hours in the same day. To effect Defendants'
16 scheme, Defendants do not have a system for tracking and recording the hours worked by their
17 Instructors. Because of Defendants' unlawful conduct, Defendants did not pay overtime wages for all
18 of the overtime hours Plaintiffs and Class Members actually worked. Defendants' failure to pay
19 aggrieved employees statutorily required overtime and double time violates the provisions of
20 California Labor Code sections 510 and 1198. For example, Plaintiff Luna and Uchicua regularly
21 worked shifts in excess of eight (8) hours per day, and workweeks in excess of forty (40) hours per
22 week, without receiving proper overtime compensation, as required by California law.

23 73. Third, on information and belief, Defendants had, and continue to have, a company-
24 wide policy that required Plaintiffs and Class Members to spend time outside of their shifts or on their
25 off days preparing lesson plans, drafting quizzes and exams, evaluating students' performance,
26 attending to school committee responsibilities, attending school-sponsored events, and collaborating
27 with colleagues to align curriculum and share best practices. Even though California law required
28 Defendants to pay Plaintiffs and Class Members for this time, as it was time spent under Defendants'

control and for Defendants' benefit, Defendants also failed to compensate Plaintiffs and Class Members for this time.

Failure to Provide Meal Periods

74. As previously alleged in this Class Action Complaint, Defendants had, and continue to have, a company-wide policy and/or practice of understaffing their academies that resulted in an insufficient number of Instructors to handle the required workload and a lack of coverage to provide Instructors with meal periods as required by California law. Defendants' intentional and chronic understaffing of their academies prevented Plaintiffs and Class Members from taking all timely, complete, and uninterrupted meal periods. As a result of Defendants' practices, Defendants required Plaintiffs and Class Members to work through part or all of their meal periods, permitted their meal periods to be interrupted, and/or wait extended periods of time before taking meal periods. Furthermore, Defendants did not provide Plaintiffs and Class Members with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Plaintiffs and Class Members did not sign valid meal period waivers for days in which they were entitled to meal periods and were not relieved of all duties.

75. Defendants knew or should have known that, as a result of their policies, including understaffing, lack of time clocks, and failure to provide meal periods, Defendants did not actually relieve Plaintiffs and Class Members of all their duties, which prevented Plaintiffs and Class Members from taking timely, complete, and uninterrupted meal periods. Defendants also knew or should have known that they did not pay Plaintiffs and Class Members meal period premium wages late, short, and/or interrupted meal periods.

76. Defendants also have engaged in a company-wide practice and/or policy of not paying meal period premiums for days when they did not provide Plaintiffs and Class Members with compliant meal periods. Because of this practice and/or policy, Defendants did not pay Plaintiffs and Class Members premium pay for missed, late, short, or interrupted meal periods.

Failure to Provide Rest Periods

77. As with meal periods, Defendants' company-wide policy and practice of understaffing its four academies resulted in an insufficient number of Instructors to handle the required workload

1 and a lack of coverage to relieve Plaintiffs and Class Members of all duties in order to provide them
2 with rest periods as required by California law. Plaintiffs and Class Members regularly had their breaks
3 interrupted by students, administrators and students' parents. In view of the foregoing, when
4 attempting to take rest periods, Defendants did not relieve Plaintiffs and Class Members of all duties
5 and instead required Plaintiffs and Class Members to continue working their rest periods. Plaintiffs
6 and Class Members therefore worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
7 excess of 10 hours without receiving all uninterrupted 10-minute rest periods, as required by
8 California.

9 78. Defendants also have engaged in a company-wide practice and/or policy of not paying
10 employees all rest period premiums when they failed to provide Plaintiffs and Class Members with
11 compliant rest periods. Because of this practice and/or policy, Plaintiffs and Class Members have not
12 received premium pay for all missed rest periods.

13 **Failure to Provide Compliant Wage Statements and Maintain Required Payroll Records**

14 79. Defendants have knowingly and intentionally provided Plaintiffs and Class Members
15 with uniform, incomplete, and inaccurate wage statements. Specifically, Defendants violated sections
16 226, subdivisions (a)(1), (2), (5) and (9). Defendants deducted time worked from Plaintiffs and Class
17 Members' wage statements and employment records for interrupted or missed meal periods (and
18 therefore time for which they should have been paid), and did not record time Plaintiffs' and Class
19 Members spent working off the clock, which resulted in an unlawful deduction of wages earned and
20 meal period premiums that should have been paid. Thus, Defendants did not furnish wage statements
21 to Plaintiffs and Class Members containing accurate totals of: the gross wages earned (Lab. Code, §
22 226, subd. (a)(1)); the hours worked (Lab. Code, § 226, subd. (a)(2)); net wages earned (Lab. Code, §
23 226, subd. (a)(5)) and the number of hours worked at each hourly rate (Lab. Code, § 226, subd. (a)(9)),
24 and.

25 80. Because Defendants did not calculate Plaintiffs' and Class Members' regular rate of
26 pay correctly for purposes of paying overtime, Defendants did not list a total of hours worked or the
27 correct amount of gross wages in compliance with section 226, subdivision (a)(1) and (2). For the
28 same reason, Defendants also failed to list the correct amount of net wages in violation of section 226,

1 subdivision (a)(5). Furthermore, Defendants failed to list the correct amount of net wages earned by
2 Plaintiffs and Class Members in violation of section 226, subdivision (a)(5). Defendants also failed to
3 correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates
4 of pay and correct rates of pay for meal and rest premium wages, in violation of section 226,
5 subdivision (a)(9).

6 81. Defendants failed to maintain and keep required payroll records detailing the name and
7 addresses of all employees employed and to keep, at a central location in the State of California or at
8 the establishments at which employees are enrolled, payroll records detailing the hours worked daily
9 by and the wages paid to all employees employed at the establishment.

10 82. Moreover, Defendants failed to maintain time records detailing when their employee
11 began and ended each work period, meal period, and split shift interval, as required by IWC Wage
12 Order No. 4-2001.

13 **Failure to Timely Pay Wages During Employment**

14 83. At all times relevant to this Class Action Complaint, Defendants failed to pay Plaintiffs
15 and Class Members all wages due to them, within any time period specified by California Labor Code
16 section 204, including, but not limited to: overtime wages; minimum wages; reporting time pay; and
17 meal and rest period premium wages. Defendants' failure to timely pay Plaintiffs and Class Members,
18 including requiring them to wait several days after they were provided with their paychecks to cash or
19 deposit their paychecks.

20 **Failure to Timely Pay Final Wages Upon Termination**

21 84. Defendants have a company-wide practice or policy of not paying departing employees
22 their final wages on their last day of employment or within seventy-two (72) hours of resigning without
23 prior notice, instead of abiding by the time requirements required by California Labor Code sections
24 201 and 202. Thus, Defendants failed to timely pay Plaintiffs' and Class Members' owed wages within
25 the required time limit, in violation of California Labor Code section 201.

26 85. Additionally, Defendants willfully failed to pay Plaintiffs and Class Members who are
27 no longer employed by Defendants all their earned wages either at the time of discharge, or within
28 seventy-two (72) hours of their leaving Defendants' employ in violation of California Labor Code

1 sections 201, 202, and 203, including, but not limited to: overtime wages; minimum wages; and
2 reporting time pay.

3 **Failure to Reimburse Business Expenses**

4 86. Defendants had, and continue to have, a company-wide policy and/or practice of not
5 reimbursing employees for expenses necessarily incurred, in violation of California law.

6 87. First, at all times relevant to this Class Action Complaint, Defendants required
7 Plaintiffs and Class Members to purchase various educational materials for their students, including
8 but not limited to: posters; pens; erasers; highlighters; notebooks; hand sanitizers; cleaning supplies;
9 computer accessories; binders; staplers; and desktop hole punchers. For example, because of the lack
10 of materials afforded to Instructors by Defendants, Plaintiffs Luna and Uchicua purchased basic
11 supplies for their students that were necessary to present the educational materials of each of their
12 assigned classes. Despite their numerous requests to the Escuela Popular administration that their
13 expenses be reimbursed, Defendants failed to reimburse Plaintiffs and Class Members for the costs of
14 their work-related expenses in violation of California law.

15 88. Second, at all times relevant to this Class Action Complaint, Defendants failed to
16 provide Plaintiffs and Class Members with reimbursement for mileage related to their attendance of
17 school-sponsored events by using their own personal vehicles. Despite their numerous requests to the
18 Escuela Popular administration that their travel-related expenses be reimbursed, Defendants failed to
19 reimburse these employees for the costs and mileage incurred during such travel in violation of
20 California law.

21 89. Defendants could have provided Plaintiffs and Class Members with the actual tools for
22 use on the job, including educational supplies necessary to fulfilling work-related tasks, or could have
23 reimbursed employees for their actual expenses necessary to conduct the Defendants' academic
24 mission. Defendants also could have reimbursed employees for work-related travel expenses. Instead,
25 Defendants required Plaintiffs and Class Members to bear the burden of these expenses without
26 reimbursement in violation of California law.

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1 **FIRST CAUSE OF ACTION**

2 **Failure to Pay Minimum Wages**

3 **[Cal. Labor Code, §§ 1182.12, 1194, 1194.2, 1197, 1198;**

4 **IWC Wage Order No. 4-2001, § 4]**

5 **(Brought by All Plaintiffs Against All Defendants)**

6 90. Plaintiffs, on behalf of themselves and Class Members, re-allege and incorporate by
7 reference all previous paragraphs of this Class Action Complaint.

8 91. California Labor Code sections 1182.12, 1194, 1197, and IWC Wage Order No. 4-
9 2001, section (4), make it unlawful for employers to pay hourly, non-exempt employees less than the
10 minimum wage fixed by California law.

11 92. California Labor Code section 1198 makes unlawful the employment of an employee
12 under conditions the IWC prohibits.

13 93. California Labor Code sections 1194, subdivision (a), and 1194.2, subdivision (a),
14 provide that an employer that has failed to pay its employees the legal minimum wage is liable to pay
15 those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount
16 equal to the wages unpaid, and interest thereon at a rate of ten percent per annum under California
17 Labor Code section 218.6 .

18 94. At all times relevant time to this Class Action Complaint, Defendants failed to pay
19 minimum wages to Plaintiffs and members of the Minimum Wage Class as required by California
20 Labor Code sections 1182.12, 1194, 1197, and 1198, by having followed and by continuing to follow
21 a policy and practice of failing to pay Plaintiffs and members of the Minimum Wage Class at or above
22 the California minimum wage for many hours worked by Plaintiffs and members of the Minimum
23 Wage Class, including but not limited to: hours Defendants required, permitted, or suffered Plaintiffs
24 and members of the Minimum Wage Class to work from home or remotely in order to comply with
25 their duties and responsibilities as Instructors; hours that Defendants required, permitted, or suffered
26 Plaintiffs and members of the Minimum Wage Class to work late nights or weekend hours; hours
27 Defendants required, permitted, or suffered Plaintiffs and members of the Minimum Wage Class to
28 work in order to support school committees; hours that Defendants required, permitted, or suffered

1 Plaintiffs and members of the Minimum Wage Class to work in order to support off-campus school
2 events; hours Defendants required, permitted, or suffered Plaintiffs and members of the Minimum
3 Wage Class to work to attend mandatory school meetings; and hours Defendants required, permitted,
4 or suffered Plaintiffs and members of the Minimum Wage Class to work through unpaid meal and rest
5 periods.

6 95. At all times relevant to this Class Action Complaint, Defendants knowingly and
7 willfully failed to pay Plaintiffs and members of the Minimum Wage Class minimum wages as
8 required by California law.

9 96. As a direct and proximate result of Defendants' failure to pay minimum wages as
10 required by California law, Plaintiffs and members of the Minimum Wage Class sustained damages.

11 97. Pursuant to California Labor Code sections 1194, 1194.2, and 1197, Plaintiffs and
12 members of the Minimum Wage Class can recover from Defendants the unpaid balance of their
13 minimum wage compensation not paid to them by Defendants, as well as interest at a rate of ten
14 percent per annum under California Labor Code section 218.6, costs, attorneys' fees, and liquidated
15 damages in an amount equal to the wages unlawfully unpaid.

16 **SECOND CAUSE OF ACTION**

17 **Failure to Pay Overtime Wages**

18 **[Cal. Labor Code, § 510, 1194, 1198; IWC Order No. 4-2001, § 3]**

19 **(Brought by All Plaintiffs Against All Defendants)**

20 98. Plaintiffs, on behalf of themselves and Class Members, re-allege and incorporate by
21 reference all previous paragraphs of this Class Action Complaint.

22 99. California Labor Code sections 510, 1194, and 1198, provide that non-exempt
23 employees are entitled to all overtime wages and compensation for hours worked and provide a private
24 right of action for the failure to pay all overtime compensation for overtime work performed.

25 100. More specifically, California Labor Code section 1198 makes unlawful the
26 employment of an employee under conditions the IWC prohibits. Moreover, California Labor Code
27 section 510 and IWC Wage Order No. 4-2001, section (3), require employers to compensate hourly,
28 non-exempt employees with overtime compensation paid at one and-one-half times the employee's

1 regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week
2 or for the first eight (8) hours worked on the seventh day of work, and overtime compensation paid at
3 twice the employee's regular hourly rate for hours worked in excess of twelve (12) hours in a day or
4 in excess of eight (8) hours in a day on the seventh day of work. Lastly, California Labor Code section
5 1194, subdivision (a), entitles an employee to recover in a civil action the unpaid balance of all
6 overtime compensation due but unpaid

7 101. At all times relevant to this Class Action Complaint, Plaintiffs and members of the
8 Overtime Class are current and former hourly, non-exempt employees entitled to the protections of
9 California Labor Code sections 510, 1194, and IWC Wage Order No. 4-2001.

10 102. At all times relevant to this Class Action Complaint, Plaintiffs and members of the
11 Overtime Class regularly worked in excess of eight (8) hours in a day and/or in excess of forty (40)
12 hours in a week.

13 103. At all times relevant time to this Class Action Complaint, Defendants failed to pay
14 overtime wages to Plaintiffs and members of the Overtime Class as required by California Labor Code
15 section 510 and IWC Wage Order No. 4-2001, section (3), by having followed and by continuing to
16 follow a policy and practice of failing to pay Plaintiffs and members of the Overtime Class at or above
17 the applicable overtime rate required under California law for many hours worked by Plaintiffs and
18 members of the Overtime Class, including but not limited to: hours Defendants required, permitted,
19 or suffered Plaintiffs and members of the Overtime Class to work from home or remotely in order to
20 comply with their duties and responsibilities as Instructors; hours that Defendants required, permitted,
21 or suffered Plaintiffs and members of the Overtime Class to work late nights or weekend hours; hours
22 Defendants required, permitted, or suffered Plaintiffs and members of the Overtime Class to work in
23 order to support school committees; hours that Defendants required, permitted, or suffered Plaintiffs
24 and members of the Overtime Class to work in order to support off-campus school events; hours
25 Defendants required, permitted, or suffered Plaintiffs and members of the Overtime Class to work to
26 attend mandatory school meetings; hours Defendants required, permitted, or suffered Plaintiffs and
27 members of the Overtime Class to work through unpaid meal and rest periods; hours that Defendants
28 failed to track in time records; and hours Defendants required, permitted, or suffered Plaintiffs and

1 members of the Overtime Class to work through unpaid breaks.

2 104. Defendants committed and continue to commit the acts alleged in this Class Action
3 Complaint knowingly and willfully.

4 105. As a direct and proximate result of Defendants' failure to pay overtime wages as
5 required by California law, Plaintiffs and members of the Overtime Class sustained damages.

6 106. Pursuant to California Labor Code section 1194, subdivision (a), Plaintiffs and
7 members of the Overtime Class can recover from Defendants unpaid overtime compensation, as well
8 as interest thereon at a rate of ten percent per annum under California Labor Code section 218.6, costs,
9 and attorneys' fees.

10 **THIRD CAUSE OF ACTION**

11 **Failure to Provide Required Meal Periods or Pay Missed Meal Period Wages**

12 **[Cal. Labor Code, §§ 226.7, 512, 1198; IWC Wage Order No. 4-2001, § 11]**

13 **(Brought by All Plaintiffs Against All Defendants)**

14 107. Plaintiffs, on behalf of themselves and Class Members, re-allege and incorporate by
15 reference all previous paragraphs of this Class Action Complaint.

16 108. California Labor Code section 1198 makes unlawful the employment of an employee
17 under conditions the IWC prohibits.

18 109. California Labor Code section 226.7, subdivision (b), makes it unlawful for employers
19 to require hourly, non-exempt employees to work during any meal period mandated by an applicable
20 IWC Order.

21 110. California Labor Code section 512 and IWC Wage Order 4-2001 section 11, subsection
22 (A), prohibit employers from employing a worker for more than five hours without a meal period of
23 at least 30 minutes. California Labor Code section 512 also prohibits employers from employing a
24 worker for more than 10 hours without a second meal period of at least 30 minutes.

25 111. Under both California Labor Code section 226.7, subdivision (b), and IWC Wage Order
26 4-2001 section 11, subsection (B), if an employer fails to provide an employee a meal period as
27 required, the employer must pay the employee one hour of pay at the employee's regular rate of
28 compensation for each workday that a meal period is not provided as required.

1 112. During the Relevant Time Period, Defendants failed to provide Plaintiffs and members
2 of the Meal Period Class with a 30-minute, duty-free meal period for every five hours of work.
3 Plaintiffs and members of the Meal Period Class routinely missed meal periods or had late, short, or
4 interrupted meal periods due to a heavy workload, location of time clocks in relation to the employee
5 breakroom, and insufficient staffing. In addition, Defendants did not require Plaintiffs and members
6 of the Meal Period Class to clock out for meal periods, thereby creating the false appearance that
7 compliant meal periods were taken when they were not. Lastly, Defendants provided Plaintiffs and
8 members of the Meal Period Class a fixed salary as part of their misclassification scheme that resulted
9 in creating the false appearance that compliant meal periods were not necessary to track or provided.

10 113. At all times relevant to this Class Action Complaint, Defendants failed to pay Plaintiffs
11 and members of the Meal Period Class meal period premium pay due for non-compliant meal periods,
12 pursuant to California Labor Code section 226.7, subdivision (c), and IWC Wage Order No. 4-2001,
13 section (11), subdivision (B).

14 114. At all times relevant to this Class Action Complaint, Defendants knowingly and
15 willfully failed to pay Plaintiffs and members of the Meal Period Class premium pay for non-compliant
16 meal periods as required by California law.

17 115. As a direct and proximate result of Defendants' failure to pay premium pay for non-
18 compliant meal periods as required by California law, Plaintiffs and members of the Meal Period Class
19 sustained damages.

20 116. Pursuant to California Labor Code section 226.7, subdivision (c), and IWC Wage Order
21 No. 4-2001, section (11), subdivision (B), Plaintiffs and members of the Meal Period Class can recover
22 from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for
23 each workday that a compliant meal period was not provided, interest thereon at a rate of seven percent
24 per annum under California Civil Code section 3287, , and costs of suit.

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1 **FOURTH CAUSE OF ACTION**

2 **Failure to Provide Required Rest Periods or Pay Missed Rest Period Wages**

3 **[Cal. Labor Code, §§ 226.7, 1198; IWC Wage Order No. 4-2001, § 12]**

4 **(Brought by All Plaintiffs Against All Defendants)**

5 117. Plaintiffs, on behalf of themselves and Class Members, re-allege and incorporate by
6 reference all previous paragraphs of this Class Action Complaint.

7 118. California Labor Code section 1198 makes unlawful the employment of an employee
8 under conditions the IWC prohibits.

9 119. California Labor Code section 226.7, subdivision (a), prohibits an employer from
10 requiring an employee to work during any rest break mandated by an applicable Industrial Wage
11 Order. IWC Wage Order 4-2001 section 12, subsection (A), requires employers to authorize and
12 permit employees who work three and one half or more hours in a day to take a paid rest break of at
13 least 10 minutes for every four hours worked or major fraction thereof, which insofar as practicable
14 shall be in the middle of each work period.

15 120. Under both California Labor Code section 226.7, subdivision (b), and IWC Wage Order
16 4-2001 section 12, subsection (B), if an employer fails to provide an employee a rest break as required,
17 the employer must pay the employee one hour of pay at the employee's regular rate of compensation
18 for each workday that a rest break is not provided as required.

19 121. At all times relevant to this Class Action Complaint, Defendants required Plaintiffs and
20 members of the Rest Period Class to work four (4) or more hours without authorizing or permitting a
21 ten (10) minute rest period per each four (4) hour period worked or major fraction thereof in violation
22 of California law.

23 122. At all times relevant to this Class Action Complaint, Defendants did not provide
24 Plaintiffs and members of the Rest Period Class with a duty-free rest period of at least 10 minutes for
25 every four hours of work or major fraction thereof. Plaintiffs and members of the Rest Period Class
26 were unable to take compliant rest periods for the same reasons they could not take compliant meal
27 periods.

28 123. At all times relevant to this Class Action Complaint, Defendants knowingly and
26.

1 willfully failed and continue to fail to pay Plaintiffs and members of the Rest Period Class premium
2 pay for non-compliant rest periods as required by California law.

3 124. As a direct and proximate result of Defendants' failure to pay premium pay for non-
4 compliant rest periods as required by California law, Plaintiffs and members of the Rest Period Class
5 sustained damages.

6 125. Pursuant California Labor Code section 226.7, subdivision (c), and IWC Wage Order
7 4-2001, section (12), subdivision (B), Plaintiffs and members of the Rest Period Class can recover
8 from Defendants one additional hour of pay at the employee's regular hourly rate of compensation for
9 each work day that a compliant rest period was not provided, including interest thereon at a rate of
10 seven percent per annum under California Civil Code section 3287, , and costs of suit.

11 **FIFTH CAUSE OF ACTION**

12 **Failure to Furnish Accurate Itemized Wage Statements**

13 **[Cal. Labor Code §§ 204, 226; IWC Wage Order No. 4-2001, § 7]**

14 **(Brought by All Plaintiffs Against All Defendants)**

15 126. Plaintiffs, on behalf of themselves and Class Members, re-allege and incorporate by
16 reference all previous paragraphs of this Class Action Complaint.

17 127. California Labor Code section 226, subdivision (a), provides that every employer, like
18 Defendants, must provide each of their employees, like Plaintiffs and members of the Wage Statement
19 Penalty Class, with an accurate itemized wage statement in writing detailing the following
20 information: (1) gross wages earned; (2) total hours worked by the employee, except for any employee
21 whose compensation is solely based on a salary and who is exempt from payment of overtime under
22 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the
23 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate
24 basis; (4) all deductions, provided that all a deductions made on written orders of the employee may
25 be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
26 which the employee is paid; (7) the name of the employee and his or her social security number, except
27 that by January 1, 2008, only the last four digits of his or her social security number or an employee
28 identification number other than a social security number may be shown on the itemized statement;

1 (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in
2 effect during the pay period and the corresponding number of hours worked at each hourly rate by the
3 employee.

4 128. California Labor Code section 226, subdivision (e), provides that an employee who
5 suffers injury as a result of a knowing and intentional failure by an employer to comply with section
6 226, subdivision (a), may recover the greater of actual damages or the civil penalties designated by
7 statute of \$50 for the initial pay period.

8 129. California Labor Code section 226, subdivision (e)(2)(B), provides that an employee is
9 deemed to suffer injury if the wage statement fails to accurately and completely provide certain
10 information and the employee cannot promptly and easily determine such information from the wage
11 statement alone. In relevant part, California Labor Code section 226, subdivision (e)(2)(B), provides
12 that an employee is deemed to suffer injury if the wage statement does not accurately and completely
13 state the total number of hours worked by the employee, all applicable hourly rates in effect during
14 the pay period, and the corresponding number of hours worked at each hourly rate.

15 130. Defendants intentionally and willfully failed to provide employees with complete and
16 accurate wage statements because the wage statements provided by Defendants failed to accurately
17 detail Plaintiffs' and members of the Wage Statement Penalty Class's total hours worked and the
18 corresponding hourly rates as a result of Defendants' failure to pay the outstanding wages alleged in
19 this Class Action Complaint.

20 131. As a direct and proximate result of Defendants' failure to provide Plaintiffs and
21 members of the Wage Statement Penalty Class with accurate itemized wage statements as required by
22 California law, Plaintiffs and members of the Wage Statement Penalty Class suffered injury and
23 damages.

24 132. Specifically, Plaintiffs and members of the Wage Statement Penalty Class were injured
25 by Defendants' intentional violation of California Labor Code section 226, subdivision (a), because
26 they were denied both their legal right to receive and their protected interest in receiving, accurate,
27 itemized wage statements under California Labor Code section 226, subdivision (a). Plaintiffs and
28 members of the Wage Statement Penalty Class were injured by Defendants' intentional violation of

1 California Labor Code section 226, subdivision (a), because it has caused confusion over whether they
2 received from Defendants all of the wages owed to them, in addition to their difficulty and expense in
3 reconstructing pay records and making mathematical computations to analyze whether the wages paid
4 to them did in fact compensate them for all hours worked.

5 133. Plaintiffs and members of the Wage Statement Penalty Class can recover from
6 Defendants the greater of their actual damages caused by Defendants' failure to comply with
7 California Labor Code section 226, subdivision (a), or an aggregate penalty not exceeding four
8 thousand dollars per employee.

9 134. California Labor Code section 226, subdivision (h), authorizes courts to issue
10 injunctive relief to remedy violations of section 226, subdivision (a). Plaintiffs and members of the
11 Wage Statement Penalty Class are entitled to injunctive relief under the governing legal standards and
12 are entitled to an order enjoining Defendants: (i) to immediately begin providing to Plaintiffs and
13 current employee members of the Wage Statement Penalty Class itemized wage statements containing
14 all of the information required to be detailed by California Labor Code section 226, subdivision (a);
15 and (ii) to immediately provide to all Plaintiffs and members of the Wage Statement Penalty Class the
16 information required be disclosed by California Labor Code section 226, subdivision (a), dating back
17 to those employees' beginning of employment or to the start of the applicable limitations period,
18 whichever is further back in time.

19 **SIXTH CAUSE OF ACTION**

20 **Failure to Pay All Wages at Termination**

21 **[Cal. Labor Code, §§ 201, 202, 203]**

22 **(Brought by All Plaintiffs Against All Defendants)**

23 135. Plaintiffs, on behalf of themselves and Class Members, re-allege and incorporate by
24 reference all previous paragraphs of this Class Action Complaint.

25 136. California Labor Code sections 201 and 202 provide that if an employer discharges an
26 employee, then the wages earned and unpaid at the time of discharge are due and payable immediately,
27 and that if an employee voluntarily leaves his or her employment, his or her wages shall become due
28 and payable not later than seventy-two (72) hours thereafter unless the employee has given seventy-

1 two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to
2 his or her wages at the time of quitting.

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

7 138. The unpaid wages owed to Plaintiffs and members of the Waiting Time Penalty Class
8 at the time of termination of their employment include unpaid regular, overtime, and double time
9 wages, as set forth in this Class Action Complaint.

10 139. By failing to compensate Plaintiffs and members of the Waiting Time Penalty Class
11 upon separation, including but not limited to Defendants' failure to properly pay Plaintiffs and
12 members of the Waiting Time Penalty Class wages for all hours worked when due, overtime wages,
13 and minimum wages, Defendants have willfully failed and continue to fail to pay all accrued wages
14 and other compensation to Plaintiffs and members of the Waiting Time Penalty Class in accordance
15 with California Labor Code sections 201 and 202.

16 140. As a direct and proximate result of Defendants' failure to pay all wages due upon
17 separation, Plaintiffs and members of the Waiting Time Penalty Class have suffered damages.

18 141. Plaintiffs and members of the Waiting Time Penalty Class can recover from Defendants
19 the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant
20 to California Labor Code section 203.

21 **SEVENTH CAUSE OF ACTION**

22 **Failure to Indemnify for Necessary Expenses**

23 **[Cal. Labor Code, § 2802]**

24 **(Brought by All Plaintiffs Against All Defendants)**

25 142. Plaintiffs, on behalf of themselves and Class Members, re-allege and incorporate by
26 reference all previous paragraphs of this Class Action Complaint.

27 143. California Labor Code section 2802, subdivision (a), requires an employer to indemnify
28 an employee for all necessary expenditures or losses incurred by the employee in direct consequence

1 of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

2 144. Defendants have failed to indemnify Plaintiffs for all business expenses and/or losses
3 incurred in direct consequence of the discharge of their duties. More specifically, Plaintiffs needed to
4 purchase various educational materials for their students, including but not limited to: posters; pens;
5 erasers; highlighters; notebooks; hand sanitizers; cleaning supplies; computer accessories; binders;
6 staplers; and desktop hole punchers.

7 145. Plaintiffs continuously asked for reimbursement for the educational materials that
8 Defendants required them to purchase, but the Escuela Popular's administration continuously turned
9 down their requests.

10 146. By requiring Plaintiffs and members of the Business Expenses Reimbursement Class
11 to pay for work-related expenses without reimbursement have violated and continue to violate
12 California Labor Code section 2802 and IWC Wage Order No. 4-2001, section (9).

13 147. Defendants have intentionally and willfully failed to reimburse Plaintiffs and members
14 of the Business Expenses Reimbursement Class for all necessary business-related expenses and costs.

15 148. As a direct and proximate result of Defendants' failure reimburse Plaintiffs and
16 members of the Business Expenses Reimbursement Class for all necessary business-related expenses
17 and costs as required by California law, Plaintiffs and members of the Business Expenses
18 Reimbursement Class sustained damages.

19 149. Plaintiffs and members of the Business Expenses Reimbursement Class can recover
20 from Defendants their business-related expenses and costs incurred during the course and scope of
21 their employment plus interest accrued from the date on which the employee incurred the necessary
22 expenditures at the same rate as judgments in civil actions in the State of California, including interest
23 thereon at a rate of seven percent per annum under California Civil Code section 3287, reasonable
24 attorneys' fees, and costs of suit.

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1 **EIGHTH CAUSE OF ACTION**

2 **Unfair Business Practices**

3 **[Cal. Bus. & Prof. Code, § 17200 et seq.]**

4 **(Brought by All Plaintiffs Against All Defendants)**

5 150. Plaintiffs, on behalf of themselves and members of the UCL Class, re-allege and
6 incorporate by reference all previous paragraphs of this Class Action Complaint.

7 151. As alleged in this Class Action Complaint, Defendants' conduct, has been and
8 continues to be unfair, unlawful, and harmful to Plaintiffs and members of the UCL Class, and to the
9 general public. Plaintiffs seek to enforce important rights affecting the public interest within the
10 meaning of Code of Civil Procedure section 1021.5.

11 152. As alleged in this Class Action Complaint, Defendants' actions violate California law
12 and constitute unlawful business acts and practices in violation of California Business & Professions
13 Code sections 17200 et seq.

14 153. A violation of California Business & Professions Code section 17200 et seq. may be
15 predicated on the violation of any state or federal law. In the present case, Defendants' policy and
16 practice of not paying all regular, overtime, and double time wages due to Plaintiffs and members of
17 the UCL Class violates California Labor Code sections 510, 1194, and 1198; Defendants' policy and
18 practice of requiring Plaintiffs and members of the UCL Class to work through their meal and rest
19 periods without paying them proper compensation violates California Labor Code sections 226.7 and
20 512, subdivision (a); Defendants' policy of not timely paying Plaintiffs and members of the UCL Class
21 all wages due to them during their employment violates California Labor Code section 204;
22 Defendants' policy and practice of not timely paying all wages owed to Plaintiffs and Class Members
23 upon resignation or termination violates California Labor Code sections 201, 202, and 203;
24 Defendants' policy and practice of not fully reimbursing Plaintiffs and members of the UCL Class for
25 necessary business-related expenses and costs incurred during their employment violates California
26 Labor Code sections 2800 and 2802; and Defendants' policy and practice of failing to provide accurate
27 itemized wage statements violates California Labor Code section 226. As alleged in this Class Action
28 Complaint, Defendants' unlawful business acts and practices, involve, but not necessarily limited to

1 the loss of money and/or property.

2 154. Plaintiffs and members of the UCL Class have been personally injured. Pursuant to
3 California Business & Professions Code sections 17200 et seq., Plaintiffs and the members of the UCL
4 Class are entitled to: restitution from Defendants of the wages withheld and retained by Defendants
5 during a period that commences four years prior to the filing of this complaint; a permanent injunction
6 requiring Defendants to pay all outstanding wages due to Plaintiffs and members of the UCL Class;
7 an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other
8 applicable laws; and an award of costs

9 **PRAYER FOR RELIEF**

10 155. WHEREFORE, Plaintiffs pray for relief and judgment as follows:

- 11 a. An award for compensatory damages including, but not limited to, lost wages,
12 unpaid wages, and unreimbursed necessary expenditures and/or losses incurred
13 in direct consequence of Plaintiffs' discharge of their duties;
- 14 b. An award for statutory penalties provided by law, including but not limited to
15 those in California Labor Code sections 203 and 226, subdivision (e);
- 16 c. An award for liquidated damages pursuant to California Labor Code section
17 1194.2, in an amount equal to the unpaid minimum wages;
- 18 d. Restitution of all amounts owed in unpaid wages, overtime, minimum wage
19 compensation, and unlawful deductions from wages, and interest thereon,
20 pursuant to California Business & Professions Code section 17200 et seq;
- 21 e. Disgorgement of profits and all other appropriate equitable relief authorized by
22 California Business & Professions Code section 17203;
- 23 f. Attorneys' fees and litigation expenses pursuant to Labor Code sections 218.5,
24 226, subdivision (h), 1194, subdivision (a), 2802, and California Code of Civil
25 Procedure section 1021.5, and such other provisions as may be applicable;
- 26 g. Pre-judgment and post-judgment interest on all sums awarded;
- 27 h. Costs of suit; and
- 28 i. For such other and further relief as is equitable, just and proper.

1 Dated: August 14, 2020

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