

JOSE MACIAS, JR. Bar No. 265033
jose@mra-llp.com
HECTOR J. RODRIGUEZ, Bar No. 305446
hector@mra-llp.com
TRAVIS M. ADAMS, Bar No. 303447
travis@mra-llp.com
MACIAS RODRIGUEZ ADAMS LLP
1550 The Alameda, Suite 332
San Jose, CA 95126
Telephone: 408.455.1243

Attorneys for Plaintiffs

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Case #20CV369344
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

SUSANA LUNA, an individual;
CLAUDIA UCHICUA, an individual; and
LAURA PADILLA, 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

**SECOND AMENDED CLASS AND
REPRESENTATIVE 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;
8. Unfair Competition; and
9. Civil Penalties Under the Private Attorneys' General Act.

DEMAND FOR JURY TRIAL

1.

1 Plaintiffs SUSANA LUNA, CLAUDIA UCHICUA and LAURA PADILLA (hereinafter
2 “Plaintiffs”), by and through their attorneys of record, allege and complain against ESCUELA
3 POPULAR DEL PUEBLO, a California corporation, and DOES 1 through 10, inclusive, (collectively
4 the “Defendants”):

5 **INTRODUCTION**

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

18 2. Freire does not counsel educational institutions to deprive teachers of a livable wage or
19 to deprive teachers of basic rights, such as meaningful health and safety breaks. In fact, it would be
20 antithetical to Freire’s philosophy to further oppress others to carry out an educational project. For at
21 least the past four years, Defendant Escuela Popular has betrayed its founding principles and violated
22 the California Labor Code by engaging in a scheme to misclassify and improperly compensate
23 Plaintiffs, and other similarly situated members of Defendants’ teaching staff, as exempt employees,
24 as well as to improperly compensate its non-exempt employees.

25 3. Plaintiffs bring this Second Amended Class and Representative Action Complaint
26 (“SAC”) for wage and hour claims and civil penalties on behalf of themselves, as individuals, and all
27 other similarly situated teaching staff personnel, as well as, aggrieved employees under the Private
28 Attorneys’ General Act of 2004 (“PAGA”), currently or formerly employed in California by:

1 ESCUELA POPULAR DEL PUEBLO, a California corporation, and DOES 1 through 10, inclusive.

2 4. At all times relevant to this SAC, Defendants owned and operated a charter school in
3 San Jose, California.

4 5. At all times relevant to this SAC, Defendants are and were employers within the
5 meaning of the California Labor Code and the Industrial Welfare Commission Wage (“IWC”) Order
6 No. 4-2001 (“IWC Wage Order No. 4-2001”).

7 6. At all times relevant to this SAC, Defendants employed a large teaching staff to instruct
8 students of varying ages and backgrounds in their various academies.

9 7. At all times relevant to this SAC, Defendants employed teaching staff personnel under
10 a variety of titles, including but not limited to, teachers, teacher associates, teacher substitutes,
11 instructors, intervention instructors, childcare instructors, instructional leaders, education specialists,
12 special education specialists, paraprofessionals, intervention paraprofessionals, and special education
13 paraprofessionals. Regardless of title and classification, Defendants on a global and class level failed
14 to comply with California’s wage and hours laws with respect to the employment of its teaching staff.

15 8. At all times relevant to this SAC, Plaintiffs, like the rest of the teaching staff, were not
16 compensated for overtime hours despite working in excess of eight (8) hours a day and in excess of
17 forty (40) in a week.

18 9. Defendants also never tracked or recorded the time worked by its teaching staff,
19 including the time for meal periods and lesson planning, if any.

20 10. Moreover, at all times relevant to this SAC, Defendants did not require members of
21 their teaching staff to have a bachelor’s degree from an accredited institution of higher learning.
22 Defendants also did not require members of the teaching staff to possess any teaching credentials from
23 a certificating authority in California or any other state. Even though Defendants did not require their
24 teaching staff to have the aforementioned experience and credentials, Defendants nevertheless held all
25 their teaching staff to the same standards as credentialed teachers and required them to perform the
26 same duties on a daily basis, including the preparation of lesson plans, documentation of students’
27 progress, assignments of homework, and the grading of tests, among others. Notably, members of the
28 teaching staff at Escuela Popular did not have any supervisory or managerial duties, as they had to

1 follow lesson plan goals set by their Instructional Leaders.

2 11. Despite the fact that Plaintiffs, and other members of the teaching staff, did not fit into
3 any overtime exemptions under the California Labor Code, Defendants misclassified some of the
4 Plaintiffs as exempt from overtime pay and paid these Plaintiffs a fixed salary without paying them
5 overtime compensation and without providing them any meal and rest breaks. Consistent with the
6 duties required of credentialed teachers, Plaintiffs and other Escuela Popular teachers, instructors and
7 special paraprofessionals worked long hours to meet the needs of their students and to execute all the
8 educational goals set by Defendant Escuela Popular. For example, Plaintiffs regularly worked sixty
9 (60) to seventy (70) hours per week and regularly attended mandatory meetings and educational
10 committees.

11 12. Because Defendants failed to comply with California wage and hour laws with respect
12 to the employment of its teaching staff on global and class level, Plaintiffs bring this SAC against
13 Defendants for the recovery of unpaid wages and penalties for: (i) failing to pay minimum wages; (ii)
14 failing to pay overtime wages; (iii) failing to provide uninterrupted off-duty meal periods and/or
15 required meal period premiums; (iv) failing to provide uninterrupted off-duty rest periods and/or
16 required rest period premiums; (v) failing to furnish accurate wage statements; (vi) failing to maintain
17 wages due upon termination; (vii) failing to indemnify necessary business expenditure; and (viii)
18 engaging in unfair competition.

19 13. On information and belief, Defendants had actual or constructive knowledge of the
20 improprieties alleged in this SAC and intentionally refused to rectify their unlawful policies in order
21 to perpetuate a systematic practice of unlawful wage theft.

22 14. At all times relevant to this SAC, Defendants' violations of the California Labor Code
23 and Wage Order No. 4-2001 were willful, deliberate, and aimed at maximizing profit at the expense
24 of their employees' rights. Moreover, Defendants, as the employer of Plaintiffs and the other members
25 of their teaching staff, were and are legally responsible for all of the unlawful conduct, policies,
26 practices, acts and omissions, as alleged in this SAC.

27 15. In view of the systematic practice of unlawful wage theft committed by Defendants,
28 Plaintiffs, on behalf of themselves, as individuals, and on behalf of all similarly situated members of

1 the teaching staff including but not limited to, teachers, teachers associates, teacher substitutes,
2 instructors, intervention instructors, childcare instructors, instructional leaders, education specialists,
3 special education specialists, paraprofessionals, intervention paraprofessionals, and special education
4 paraprofessionals, seek compensatory, statutory, declaratory, and injunctive relief to compensate them
5 and their fellow workers for the unpaid and underpaid wages that Defendants have stolen from them
6 and to protect current and future employees from being subjected to similar wage theft and otherwise
7 unlawful working conditions.

8 16. Furthermore, in view of the systematic practice of unlawful wage theft committed by
9 Defendants, Plaintiffs and the aggrieved employees under PAGA seek the recovery of civil penalties
10 to the extent permitted by law.

11 **JURISDICTION AND VENUE**

12 17. This SAC is brought pursuant to California Code of Civil Procedure section 382. The
13 monetary damages and restitution sought by Plaintiffs, on behalf of themselves and other similarly
14 situated salaried members of Defendants' teaching staff, exceed the minimal jurisdiction limits of the
15 Superior Court of California and will be established according to proof at trial.

16 18. This Court has original jurisdiction over this SAC pursuant to California Constitution,
17 Article VI, Section 10, which grants the Superior Court of California "original jurisdiction in all other
18 causes" except those causes given by statute to other courts. The statutes under which this SAC is
19 brought do not specify any other basis for jurisdiction.

20 19. Upon information and belief, this Court has personal jurisdiction over all Defendants
21 in this SAC because each party is either a citizen of California, has sufficient minimum contacts in
22 California, or otherwise intentionally avails itself of the California market so as to render the exercise
23 of jurisdiction over it by California courts consistent with traditional notions of fair play and
24 substantial justice.

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

PARTIES

21. At all times relevant to this SAC, Plaintiffs Susana Luna, Claudia Uchicua and Laura Padilla resided in the County Santa Clara, California.

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

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

24. Plaintiff Laura Padilla is an individual over the age of eighteen (18) residing in Santa Clara County, California. Plaintiff Padilla worked for Escuela Popular for approximately five (5) years, from August 2015 through August 2020. At all times relevant to this lawsuit, Plaintiff Luna worked for Escuela Popular as an Instructor, Teacher, and Special Education Paraprofessional.

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

26. The true names and capacities of Defendants DOES 1 through 10 inclusive, whether corporate, associate, individual or otherwise, are unknown to Plaintiffs and Plaintiffs therefore sue these DOE defendants by fictitious names. On information and belief, each of the DOE defendants is liable for the unlawful acts alleged in this SAC and proximately caused the injuries and damages to Plaintiffs and Class Members prosecuting this SAC. Once Plaintiffs ascertain the true names and capacities of these DOE Defendants, Plaintiffs will seek leave of court to file a Third Amended Complaint.

27. At all times relevant to this SAC, Defendants were the “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

28. At all times relevant to this SAC, Defendants were subject to the California Labor Code

1 and IWC Wage Order 4-2001 because their employees worked in the County of Santa Clara and the
2 State of California.

3 29. At all times relevant to this SAC, each of the Defendants were the agents, partners,
4 joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-
5 conspirators and/or assigns, of each of the other Defendants.

6 30. At all times relevant to this SAC, each of the Defendants were acting within the course
7 and scope of their authority as such agents, partners, joint venturers, joint employers, representatives,
8 servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged in
9 this SAC were committed with the ratification, knowledge, permission, encouragement, authorization
10 and/or consent of each alleged DOE Defendant.

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

14 **CLASS ACTION ALLEGATIONS**

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

18 33. Plaintiffs bring and maintain this action under Code of Civil Procedure section 382
19 because a well-defined community of interest exists among the persons who comprise readily
20 ascertainable classes, as defined below.

21 34. **Relevant Time Period:** The Relevant Time Period is the time period beginning four
22 years prior to the filing of this action until judgment is entered.

23 **Class Definitions:**

24 a. All non-exempt current and former members of Defendants' teaching staff in
25 any of its academies in California who were subject to Defendants' pay policies/practices during the
26 Relevant Time Period.

27 b. All exempt current and former members of Defendants' teaching staff in any of
28 its academies in California who were subject to Defendants' pay policies/practices during the Relevant

1 Time Period.

2 36. Plaintiffs reserve the right to seek leave of this Court to amend this SAC to plead
3 additional subclasses or modify any Class definition as Plaintiffs deem appropriate, based on their
4 investigation, discovery, and specific theories of liability.

5 37. Members of the Classes described above will be collectively referred to as “Class
6 Members” in this SAC.

7 38. **Numerosity:** The Class Members are so numerous that joinder of all Class Members
8 is impracticable. The entire memberships of the Classes are unknown to Plaintiffs at this time;
9 however, the Classes are estimated to be greater than forty (40) individuals for each Class and the
10 identities of Class Members are readily ascertainable by an inspection of Defendants’ employment
11 records.

12 39. **Commonality and Predominance:** Common questions of law and fact exist as to all
13 Class Members and predominate over any questions that affect only individual Class Members. These
14 common questions include, but are not limited to:

15 a. Whether Defendants had a corporate policy and practice of failing to pay
16 Plaintiffs and Class Members for all hours worked;

17 b. Whether Defendants failed to pay minimum wages to Plaintiffs and Class
18 Members for all hours worked;

19 c. Whether Defendants failed to pay overtime wages to Plaintiffs and Class
20 Members for all overtime hours worked;

21 d. Whether Defendants’ failure to pay wages, including minimum and overtime
22 pay, without abatement or reduction in accordance with the California Labor Code and IWC Wage
23 Order 4-2001, to Plaintiffs and Class Members was willful;

24 e. Whether Defendants required Plaintiffs and Class Members to work over eight
25 (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime
26 compensation to Plaintiffs and Class Members;

27 f. Whether Defendants had a corporate policy and practice of failing to pay
28 Plaintiffs and Class Members premium pay for missed meal and rest periods (short, late, interrupted,

and/or missed altogether) in violation of California law;

g. Whether Defendants deprived Plaintiffs and Class Members of meal and/or rest periods or required Plaintiffs and Class Members to work during meal and/or rest periods without compensation;

h. Whether Defendants failed to timely pay all wages due to Plaintiffs and Class Members during their employment;

i. Whether Defendants failed to pay all wages due to Plaintiffs and Class Members within the required time upon their separation – discharge or resignation;

j. Whether Defendants provided accurate, itemized wage statements to Plaintiffs 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 toward Plaintiffs and Class Members 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.

40. **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 SAC.

41. **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 SAC. 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

1 discovery, certification, and settlement. Plaintiffs have incurred and will continue to incur during the
2 pendency of this SAC, costs and attorneys' fees that have been, are, and will necessarily be expended
3 for the prosecution of this SAC for the substantial benefit of each Class Member.

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

6 43. **Public Policy Considerations:** Certification of this SAC as a class action will advance
7 public policy objectives. Employers throughout the State of California violate employment and labor
8 laws on a daily basis. Current employees are often reluctant to assert their rights individually because
9 of fear of direct or indirect retaliation by their employers. Class actions however provide Class
10 Members, who are not specifically named in the SAC, with anonymity that allows for the vindication
11 of their rights without fear of direct or indirect retaliation by their employers.

12 **GENERAL ALLEGATIONS**

13 44. At all times relevant to this SAC, Defendants employed Plaintiffs and other California
14 residents as employees within the State of California, including the County of Santa Clara.

15 45. During the four years immediately preceding the filing of this action, Defendants
16 employed Plaintiffs as full-time and/or part-time members of its teaching staff in the positions of
17 Instructors, Teachers, and/or Special Education Paraprofessionals.

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

23 47. Plaintiffs are informed, believe, and thereon allege, that during the four years preceding
24 the filing of this action and continuing to the present, Defendants employed a large teaching staff in
25 each of their four educational academies. The teaching staff hired was not required to have teaching
26 credentials nor a bachelor's degree.

27 48. Plaintiffs are informed, believe, and thereon allege that Defendants compensated their
28 teaching staff, including but not limited to, instructors, intervention instructors, childcare instructors,

1 instructional leaders, educational specialists, teachers, teacher associates, teacher substitutes,
2 paraprofessionals, intervention paraprofessionals, and special educational paraprofessionals, under
3 various employment classifications.

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

7 50. Plaintiff Padilla worked in various positions throughout her employment with
8 Defendants. More specifically, Defendants assigned her to the position of Teacher in the 2016-2017
9 and 2017-2018 academic years; the position of Special Education Paraprofessional in the 2019-2020
10 and 2020-2021 academic years; and the position of Instructor in the 2019-2020 and 2020-2021
11 academic years. Defendants asked Plaintiff Padilla to teach various English, Math and English as a
12 Second Language courses in their different academies.

13 51. Plaintiff Uchicua specifically worked as an Instructor for the following courses:
14 English as a Second Language – Level 1B; English as a Second Language – Level 2A; English as a
15 Second Language – Level 2B; English as a Second Language – Level 3A; English – Level 1; Basic
16 Math (Modules F, G, and H); and Social Studies.

17 52. On information and belief, Defendants continue to employ members of their teaching
18 staff in California in violation of California's wage and hour laws.

19 **Plaintiffs' and Class Members' Job Duties and Responsibilities**

20 53. As Instructors, Teachers, Special Educational Paraprofessionals and other members of
21 Defendants teaching staff, Plaintiffs and Class Members were charged with performing all the duties
22 and responsibilities assigned to credentialed teachers at Defendant Escuela Popular. These duties and
23 responsibilities included: (1) providing multiple subject instruction in Spanish and English; (2)
24 preparing daily lesson plans using textbook materials, supplemental instructional materials, and audio
25 visual aids; (3) implementing curricula and classroom activities to comply with state standards; (4)
26 conferring with parents and students periodically to assess progress; (5) providing behavioral and
27 academic intervention for students; (6) supervising and disciplining students in accordance with the
28 student discipline code; (7) evaluating students through teacher-made tests, standardized tests, and

1 observations; (8) participating in extracurricular and school community activities; (9) collaborating
2 with colleagues to align curriculum and share best practices; and (10) maintaining office hours to
3 attend to educational student needs and concerns.

4 54. Plaintiffs' and Class Members' job duties did not involve exercising discretion over
5 matters of significance at Defendant Escuela Popular. For example, Instructors, Teachers, and Special
6 Education Paraprofessionals did not have any supervisory authority over any other employees.
7 Moreover, members of the teaching staff did not have input concerning the educational curricula for
8 the various classes they taught at Defendant Escuela Popular. In fact, Plaintiffs Luna, Padilla and
9 Uchicua reported directly to the instructional leaders and principals of the morning and afternoon
10 shifts.

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

16 56. As part of their job duties, Plaintiffs and Class Members also were required to
17 participate in at least three different school committees. For example, Plaintiff Luna was required to
18 participate in the Awards and Day of the Dead Committees. Plaintiff Luna also was required to
19 organize and participate in the annual parents/teachers conference held at Defendant Escuela Popular.
20 On some occasions, Defendant Escuela Popular forced its teaching staff to carry out their committee
21 work during meal and rest break periods. On other occasions, Defendant Escuela Popular required its
22 teaching staff to attend committee activities on the weekends, especially when such activities included
23 field trips to various locations throughout the Bay Area.

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

26 58. Prior to the start of every school year, Defendant Escuela Popular provided and
27 continues to provide written employment agreements to its teaching staff detailing their yearly
28 compensation, work schedule, and benefits. On information and belief, the Employment Agreements

1 are essentially identical for every Instructor, Teacher, and Special Education Paraprofessional at
2 Defendant Escuela Popular. Notably, some of the Employment Agreements conspicuously and
3 explicitly indicate that the member of the teaching staff is a non-exempt employee at the top of the
4 first page.

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

8 60. Section B(3) of Escuela Popular's Employment Agreements provides the total base
9 compensation that Instructors are to receive on an annual basis. This Section also indicates that the
10 teaching staff members are to be paid in bi-monthly installments. Section B(3) fails to provide specific
11 regular hourly rates and overtime hourly rates.

12 61. Although Plaintiffs and Class Members regularly worked substantially more than eight
13 hours (8) per day and forty (40) hours per week during their employment with Defendants, Defendants
14 did not compensate Plaintiffs and Class Members at the mandated time-and-a-half rate for hours
15 worked in excess of eight (8) hours per day and in excess of forty (40) hours per week, or at the
16 mandated double rate for hours worked in excess of twelve (12) hours per day. Defendants therefore
17 failed to pay Plaintiffs and Class Members for the regular and overtime hours worked on a daily and
18 weekly basis. Defendants failed to pay some Plaintiffs and Class Members all regular and overtime
19 hours worked because Defendants misclassified some Plaintiffs and Class Members as exempt.

20 62. Furthermore, Defendants did not provide Plaintiffs and Class Members with compliant
21 meal and rest periods.

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

26 64. Most importantly, Plaintiffs and Class Members spent their workdays performing non-
27 managerial, non-exempt tasks—duties that did not bring Plaintiffs and Class Members within any
28 exemption from overtime under California law.

1 65. Defendants also failed to pay Plaintiffs premiums due for untimely, uninterrupted or
2 non-duty-free meal or rest periods.

3 66. At all times relevant to this SAC, on information and belief, skilled lawyers, employees,
4 and other professionals who were knowledgeable about California's wage and hour laws, employment,
5 and personnel practices, and the requirements of California law, advised Defendants.

6 67. At all times relevant to this SAC, California law required Defendants to compensate
7 Plaintiffs and Class Members for all hours worked (including minimum and overtime wages) and
8 Defendants did not compensate Plaintiffs and Class Members for all wages earned for work that
9 Defendants required them to perform. Furthermore, in violation of the Labor Code and IWC Wage
10 Order No. 4-2001, Defendants failed to pay Plaintiffs and Class Members all wages due—including
11 minimum and overtime wages—for all hours worked.

12 68. At all times relevant to this SAC, California law required Defendants to provide
13 Plaintiffs and Class Members with compliant meal periods or pay Plaintiffs and Class Members one
14 (1) additional hour of pay at Plaintiffs' and Class Members' regular rate of pay when Defendants did
15 not provide them with a compliant meal period. On information and belief, in violation of the Labor
16 Code and IWC Wage Order No. 4-2001, Defendants did not always provide Plaintiffs and Class
17 Members with compliant meal periods and did not provide Plaintiffs and Class Members with one (1)
18 additional hour of pay at Plaintiffs' and Class Members' regular rate of pay when Defendants did not
19 provide Plaintiffs and Class Members with a compliant meal period.

20 69. At all times relevant to this SAC, California law required Defendants to provide
21 Plaintiffs and Class Members rest periods or payment of one (1) additional hour of pay at Plaintiffs'
22 and Class Members' regular rate of pay when Defendants did not provide Plaintiffs and Class Members
23 with a compliant rest period. On information and belief, in violation of the Labor Code and IWC Wage
24 Order No. 4-2001, Defendants did not always provide Plaintiffs and Class Members with compliant
25 rest periods and Defendants did not provide Plaintiffs and Class Members with payment of one (1)
26 additional hour of pay at Plaintiffs' and Class Members' regular rate of pay when Defendants did not
27 provide Plaintiffs and Class Members with a compliant rest period.

28 70. At all times relevant to this SAC, California law required Defendants to timely pay

1 Plaintiffs and Class Members their wages due during their employment. On information and belief, in
2 violation of the California Labor Code and IWC Wage Order No. 4-2001, Defendants did not pay
3 Plaintiffs and Class Members all of their wages within the required time periods required.

4 71. At all times relevant to this SAC, California law required Defendants to timely pay
5 Plaintiffs and Class Members their wages upon separation of employment. On information and belief,
6 in violation of the California Labor Code and IWC Wage Order No. 4-2001, Defendants did not pay
7 Plaintiffs and Class Members all of their wages due upon separation of employment within the
8 required time period, including, but not limited to: unpaid minimum and overtime wages.

9 72. At all times relevant to this SAC, California law required Defendants to provide
10 Plaintiffs and Class Members with accurate and itemized wage statements in accordance with
11 California law. On information and belief, in violation of the California Labor Code and IWC Wage
12 Order No. 4-2001, Defendants did not provide Plaintiffs and Class Members with accurate and
13 itemized wage statements detailing their total hours worked, number of hours worked at each hourly
14 rate, and gross and net wages, among other required information.

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

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

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

28 76. As alleged in this SAC, Defendants have engaged in a systematic pattern and practice

1 of wage theft under the California Labor Code and IWC Wage Order No. 4-2001 for the purpose of
2 maximizing profit at the expense of their employees' rights under California law, all of which
3 contribute to Defendants' deliberate unfair competition.

4 77. Plaintiffs further bring this SAC pursuant to California Labor Code section 218, which
5 provides that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue
6 directly . . . for any wages or penalty due to him [or her] under this article."

7 **SPECIFIC ALLEGATIONS**

8 **Failure to Pay Minimum and Overtime Wages**

9 78. First, Defendants had, and continue to have, a company-wide policy and/or practice of
10 understaffing their academies to maximize profits. This practice resulted in chronic understaffing,
11 such that there were insufficient employees on duty to handle the workload. Without proper staffing,
12 Defendants lacked the necessary coverage to relieve members of their teaching staff, including
13 instructors, instructional leaders, education specialists, special education specialists, teachers, teacher
14 associates, teacher substitutes, paraprofessionals, interventional paraprofessionals, and special
15 education paraprofessionals, of their duties. As a result, Defendants did not always provide Plaintiffs
16 and Class Members with meal periods as required by California law. That is, Defendants did not
17 provide Plaintiffs and Class Members with meal periods that were timely, complete, and uninterrupted,
18 if any meal periods were provided at all.

19 79. Additionally, Defendants required Plaintiffs and Class Members to assist students,
20 administrators, and at times parents, in their classrooms even when they were on their meal periods,
21 interrupting their meal periods and forcing them to work without pay. Given that the teaching staff
22 did not have a break room, separate and apart from their assigned classrooms, Plaintiffs and Class
23 Members regularly had their meal periods interrupted by students, administrators and students' parents
24 after they initiated their meal periods and in between assigned classes. As such, Plaintiffs and Class
25 Members missed meal periods and/or had their meal periods interrupted, without receiving any
26 compensation from Defendants for this time worked.

27 80. Second, Defendants had, and continue to have, a company-wide policy that fails to pay
28 overtime and double time to their teaching staff. Defendants instituted this scheme in direct violation

1 California law, so that Defendants did not have to pay statutorily required overtime and double time
2 for hours worked in excess of eight (8) and twelve (12) hours in the same day. To effect Defendants'
3 scheme, Defendants did not have a system for tracking and recording the hours worked by their
4 teaching staff. Because of Defendants' unlawful conduct, Defendants did not pay overtime wages for
5 the overtime hours Plaintiffs and Class Members actually worked. Defendants' failure to pay
6 aggrieved employees statutorily required overtime and double time violates the provisions of
7 California Labor Code sections 510 and 1198. For example, Plaintiffs Luna, Uchicua and Padilla
8 regularly worked shifts in excess of eight (8) hours per day, and workweeks in excess of forty (40)
9 hours per week, without receiving overtime compensation, as required by California law.

10 81. Third, on information and belief, Defendants had, and continue to have, a company-
11 wide policy that required Plaintiffs and Class Members to spend time outside of their shifts or on their
12 off days preparing lesson plans, drafting quizzes and exams, evaluating students' performance,
13 attending to school committee responsibilities, attending school-sponsored events, and collaborating
14 with colleagues to align curriculum and share best practices. Even though California law required
15 Defendants to pay Plaintiffs and Class Members for this time, as it was time spent under Defendants'
16 control and for Defendants' benefit, Defendants also failed to compensate Plaintiffs and Class
17 Members for this time.

18 **Failure to Provide Meal Periods**

19 82. As previously alleged in this SAC, Defendants had, and continue to have, a company-
20 wide policy and/or practice of understaffing their academies that resulted in an insufficient number of
21 members of the teaching staff to handle the required workload and a lack of coverage to provide the
22 teaching staff with meal periods as required by California law. Defendants' intentional and chronic
23 understaffing of their academies prevented Plaintiffs and Class Members from taking all timely,
24 complete, and uninterrupted meal periods. As a result of Defendants' practices, Defendants required
25 Plaintiffs and Class Members to work through part or all of their meal periods, permitted their meal
26 periods to be interrupted, and/or wait extended periods of time before taking meal periods.
27 Furthermore, Defendants did not provide Plaintiffs and Class Members with second 30-minute meal
28 periods on days that they worked in excess of ten (10) hours in one day. Plaintiffs and Class Members

1 did not sign valid meal period waivers for days in which they were entitled to meal periods and were
2 not relieved of all duties.

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

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

13 **Failure to Provide Rest Periods**

14 85. As with meal periods, Defendants' company-wide policy and practice of understaffing
15 its four academies resulted in an insufficient number of members of the teaching staff to handle the
16 required workload and a lack of coverage to relieve Plaintiffs and Class Members of all duties in order
17 to provide them with rest periods as required by California law. Plaintiffs and Class Members regularly
18 had their breaks interrupted by students, administrators and students' parents. In view of the foregoing,
19 when attempting to take rest periods, Defendants did not relieve Plaintiffs and Class Members of all
20 duties and instead required Plaintiffs and Class Members to continue working during their rest periods.
21 Plaintiffs and Class Members therefore worked shifts in excess of 3.5 hours, in excess of 6 hours,
22 and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods, as required by
23 California.

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

28 //

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

2 87. Defendants have knowingly and intentionally provided Plaintiffs and Class Members
3 with uniform, incomplete, and inaccurate wage statements. Specifically, Defendants violated sections
4 226, subdivisions (a)(1), (2), (5) and (9). Defendants did not record time Plaintiffs' and Class Members
5 spent working off the clock, which resulted in an unlawful deduction of wages earned and meal period
6 premiums that should have been paid. Thus, Defendants did not furnish wage statements to Plaintiffs
7 and Class Members containing accurate totals of: the gross wages earned (Lab. Code, § 226, subd.
8 (a)(1)); the hours worked (Lab. Code, § 226, subd. (a)(2)); net wages earned (Lab. Code, § 226, subd.
9 (a)(5)) and the number of hours worked at each hourly rate (Lab. Code, § 226, subd. (a)(9)), and.

10 88. Because Defendants did not calculate Plaintiffs' and Class Members' regular rate of
11 pay correctly for purposes of paying overtime, Defendants did not list a total of hours worked or the
12 correct amount of gross wages in compliance with section 226, subdivision (a)(1) and (2).
13 Furthermore, Defendants failed to list the correct amount of net wages earned by Plaintiffs and Class
14 Members in violation of section 226, subdivision (a)(5). Defendants also failed to correctly list all
15 applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay, in
16 violation of section 226, subdivision (a)(9).

17 89. Defendants failed to maintain and keep required payroll records detailing the name and
18 addresses of all employees employed and to keep, at a central location in the State of California or at
19 the establishments at which employees are enrolled, payroll records detailing the hours worked daily
20 by and the wages paid to all employees employed at the establishment.

21 90. Moreover, Defendants failed to maintain time records detailing when their employees
22 began and ended each work period, meal period, and split shift interval, as required by IWC Wage
23 Order No. 4-2001.

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

25 91. At all times relevant to this SAC, Defendants failed to pay Plaintiffs and Class
26 Members all wages due to them, within any time period specified by California Labor Code section
27 204, including, but not limited to: overtime wages; minimum wages; reporting time pay; and meal and
28 rest period premium wages.

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

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

7 93. Additionally, Defendants willfully failed to pay Plaintiffs and Class Members who are
8 no longer employed by Defendants all their earned wages either at the time of discharge, or within
9 seventy-two (72) hours of their leaving Defendants' employ in violation of California Labor Code
10 sections 201, 202, and 203, including, but not limited to: overtime wages; minimum wages; and
11 reporting time pay.

12 **Failure to Reimburse Business Expenses**

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

15 95. First, at all times relevant to this SAC, Defendants required Plaintiffs and Class
16 Members to purchase various educational materials for their students, including but not limited to:
17 posters; pens; erasers; highlighters; notebooks; hand sanitizers; cleaning supplies; computer
18 accessories; binders; staplers; and desktop hole punchers. For example, because of the lack of
19 materials afforded to members of the teaching staff by Defendants, Plaintiffs Luna, Uchicua and
20 Padilla purchased basic supplies for their students that were necessary to present the educational
21 materials of each of their assigned classes. Despite their numerous requests to the Escuela Popular
22 administration that their expenses be reimbursed, Defendants failed to reimburse Plaintiffs and Class
23 Members for the costs of their work-related expenses in violation of California law.

24 96. Second, at all times relevant to this SAC, Defendants failed to provide Plaintiffs and
25 Class Members with reimbursement for mileage related to their attendance of school-sponsored events
26 by using their own personal vehicles. Despite their numerous requests to the Escuela Popular
27 administration that their travel-related expenses be reimbursed, Defendants failed to reimburse these
28 employees for the costs and mileage incurred during such travel in violation of California law.

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

FIRST CAUSE OF ACTION

Failure to Pay Minimum Wages

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

IWC Wage Order No. 4-2001, § 4]

(Brought by All Plaintiffs Against All Defendants)

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

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

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

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

102. At all times relevant time to this SAC, Defendants failed to pay minimum wages to Plaintiffs and Class Members as required by California Labor Code sections 1182.12, 1194, 1197, and 1198, by having followed and by continuing to follow a policy and practice of failing to pay Plaintiffs and Class Members at or above the California minimum wage for many hours worked by Plaintiffs and Class Members, including but not limited to: hours Defendants required, permitted, or

1 suffered Plaintiffs and Class Members s to work from home or remotely in order to comply with their
2 duties and responsibilities as members of the teaching staff; hours that Defendants required, permitted,
3 or suffered Plaintiffs and Class Members to work late nights or weekend hours; hours Defendants
4 required, permitted, or suffered Plaintiffs and Class Members to work in order to support school
5 committees; hours that Defendants required, permitted, or suffered Plaintiffs and Class Members to
6 work in order to support off-campus school events; hours Defendants required, permitted, or suffered
7 Plaintiffs and Class Members to work to attend mandatory school meetings; and hours Defendants
8 required, permitted, or suffered Plaintiffs and Class Members to work through unpaid meal and rest
9 periods.

10 103. At all times relevant to this SAC, Defendants knowingly and willfully failed to pay
11 Plaintiffs and Class Members minimum wages as required by California law.

12 104. As a direct and proximate result of Defendants' failure to pay minimum wages as
13 required by California law, Plaintiffs and Class Members sustained damages.

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

19 **SECOND CAUSE OF ACTION**

20 **Failure to Pay Overtime Wages**

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

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

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

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

28 108. More specifically, California Labor Code section 1198 makes unlawful the
22.

1 employment of an employee under conditions the IWC prohibits. Moreover, California Labor Code
2 section 510 and IWC Wage Order No. 4-2001, section (3), require employers to compensate hourly,
3 non-exempt employees with overtime compensation paid at one and-one-half times the employee's
4 regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week
5 or for the first eight (8) hours worked on the seventh day of work, and overtime compensation paid at
6 twice the employee's regular hourly rate for hours worked in excess of twelve (12) hours in a day or
7 in excess of eight (8) hours in a day on the seventh day of work. Lastly, California Labor Code section
8 1194, subdivision (a), entitles an employee to recover in a civil action the unpaid balance of all
9 overtime compensation due but unpaid

10 109. At all times relevant to this SAC, Plaintiffs and Class Members are current and former
11 employees entitled to the protections of California Labor Code sections 510, 1194, and IWC Wage
12 Order No. 4-2001.

13 110. At all times relevant to this SAC, Plaintiffs and Class Members regularly worked in
14 excess of eight (8) hours in a day and/or in excess of forty (40) hours in a week.

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

112. Defendants committed and continue to commit the acts alleged in this SAC knowingly and willfully.

113. As a direct and proximate result of Defendants' failure to pay overtime wages as required by California law, Plaintiffs and Class Members sustained damages.

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

THIRD CAUSE OF ACTION

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

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

(Brought by All Plaintiffs Against All Defendants)

115. Plaintiffs, on behalf of themselves and Class Members, re-allege and incorporate by reference all previous paragraphs of this SAC.

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

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

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

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

120. During the Relevant Time Period, Defendants failed to provide Plaintiffs and Class Members with a 30-minute, duty-free meal period for every five hours of work. Plaintiffs and Class

1 Members routinely missed meal periods or had late, short, or interrupted meal periods due to a heavy
2 workload, and insufficient staffing. Lastly, Defendants provided Plaintiffs and Class Members a fixed
3 salary as part of their misclassification scheme that resulted in creating the false appearance that
4 compliant meal periods were not necessary to track or provided.

5 121. At all times relevant to this SAC, Defendants failed to pay Plaintiffs and Class
6 Members meal period premium pay due for non-compliant meal periods, pursuant to California Labor
7 Code section 226.7, subdivision (c), and IWC Wage Order No. 4-2001, section (11), subdivision (B).

8 122. At all times relevant to this SAC, Defendants knowingly and willfully failed to pay
9 Plaintiffs and Class Members premium pay for non-compliant meal periods as required by California
10 law.

11 123. As a direct and proximate result of Defendants' failure to pay premium pay for non-
12 compliant meal periods as required by California law, Plaintiffs and Class Members sustained
13 damages.

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

19 **FOURTH CAUSE OF ACTION**

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

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

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

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

25 126. California Labor Code section 1198 makes unlawful the employment of an employee
26 under conditions the IWC prohibits.

27 127. California Labor Code section 226.7, subdivision (a), prohibits an employer from
28 requiring an employee to work during any rest break mandated by an applicable Industrial Wage

1 Order. IWC Wage Order 4-2001 section 12, subsection (A), requires employers to authorize and
2 permit employees who work three and one half or more hours in a day to take a paid rest break of at
3 least 10 minutes for every four hours worked or major fraction thereof, which insofar as practicable
4 shall be in the middle of each work period.

5 128. Under both California Labor Code section 226.7, subdivision (b), and IWC Wage Order
6 4-2001 section 12, subsection (B), if an employer fails to provide an employee a rest break as required,
7 the employer must pay the employee one hour of pay at the employee's regular rate of compensation
8 for each workday that a rest break is not provided as required.

9 129. At all times relevant to this SAC, Defendants required Plaintiffs and Class Members to
10 work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each
11 four (4) hour period worked or major fraction thereof in violation of California law.

12 130. At all times relevant to this SAC, Defendants did not provide Plaintiffs and Class
13 Members with a duty-free rest period of at least 10 minutes for every four hours of work or major
14 fraction thereof. Plaintiffs and Class Members were unable to take compliant rest periods for the same
15 reasons they could not take compliant meal periods.

16 131. At all times relevant to this SAC, Defendants knowingly and willfully failed and
17 continue to fail to pay Plaintiffs and Class Members premium pay for non-compliant rest periods as
18 required by California law.

19 132. As a direct and proximate result of Defendants' failure to pay premium pay for non-
20 compliant rest periods as required by California law, Plaintiffs and Class Members sustained damages.

21 133. Pursuant California Labor Code section 226.7, subdivision (c), and IWC Wage Order
22 4-2001, section (12), subdivision (B), Plaintiffs and Class Members can recover from Defendants one
23 additional hour of pay at the employee's regular hourly rate of compensation for each work day that a
24 compliant rest period was not provided, including interest thereon at a rate of seven percent per annum
25 under California Civil Code section 3287, and costs of suit.

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1 **FIFTH CAUSE OF ACTION**

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

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

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

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

7 135. California Labor Code section 226, subdivision (a), provides that every employer, like
8 Defendants, must provide each of their employees, like Plaintiffs and Class Members, with an accurate
9 itemized wage statement in writing detailing the following information: (1) gross wages earned; (2)
10 total hours worked by the employee, except for any employee whose compensation is solely based on
11 a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any
12 applicable order of the Industrial Welfare Commission; (3) the number of piece-rate units earned and
13 any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that
14 all a deductions made on written orders of the employee may be aggregated and shown as one item;
15 (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name
16 of the employee and his or her social security number, except that by January 1, 2008, only the last
17 four digits of his or her social security number or an employee identification number other than a
18 social security number may be shown on the itemized statement; (8) the name and address of the legal
19 entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the
20 corresponding number of hours worked at each hourly rate by the employee.

21 136. California Labor Code section 226, subdivision (e), provides that an employee who
22 suffers injury as a result of a knowing and intentional failure by an employer to comply with section
23 226, subdivision (a), may recover the greater of actual damages or the civil penalties designated by
24 statute of \$50 for the initial pay period.

25 137. California Labor Code section 226, subdivision (e)(2)(B), provides that an employee is
26 deemed to suffer injury if the wage statement fails to accurately and completely provide certain
27 information and the employee cannot promptly and easily determine such information from the wage
28 statement alone. In relevant part, California Labor Code section 226, subdivision (e)(2)(B), provides

1 that an employee is deemed to suffer injury if the wage statement does not accurately and completely
2 state the total number of hours worked by the employee, all applicable hourly rates in effect during
3 the pay period, and the corresponding number of hours worked at each hourly rate.

4 138. Defendants intentionally and willfully failed to provide employees with complete and
5 accurate wage statements because the wage statements provided by Defendants failed to accurately
6 detail Plaintiffs' and Class Members' total hours worked and the corresponding hourly rates as a result
7 of Defendants' failure to pay the outstanding wages alleged in this SAC.

8 139. As a direct and proximate result of Defendants' failure to provide Plaintiffs and Class
9 Members with accurate itemized wage statements as required by California law, Plaintiffs and Class
10 Members suffered injury and damages.

11 140. Specifically, Plaintiffs and Class Members were injured by Defendants' intentional
12 violation of California Labor Code section 226, subdivision (a), because they were denied both their
13 legal right to receive and their protected interest in receiving, accurate, itemized wage statements under
14 California Labor Code section 226, subdivision (a). Plaintiffs and Class Members were injured by
15 Defendants' intentional violation of California Labor Code section 226, subdivision (a), because it has
16 caused confusion over whether they received from Defendants all of the wages owed to them, in
17 addition to their difficulty and expense in reconstructing pay records and making mathematical
18 computations to analyze whether the wages paid to them did in fact compensate them for all hours
19 worked.

20 141. Plaintiffs and Class Members can recover from Defendants the greater of their actual
21 damages caused by Defendants' failure to comply with California Labor Code section 226, subdivision
22 (a), or an aggregate penalty not exceeding four thousand dollars per employee.

23 142. California Labor Code section 226, subdivision (h), authorizes courts to issue
24 injunctive relief to remedy violations of section 226, subdivision (a). Plaintiffs and Class Members are
25 entitled to injunctive relief under the governing legal standards and are entitled to an order enjoining
26 Defendants: (i) to immediately begin providing to Plaintiffs and current employee Class Members
27 itemized wage statements containing all of the information required to be detailed by California Labor
28 Code section 226, subdivision (a); and (ii) to immediately provide to all Plaintiffs and Class Members

1 the information required be disclosed by California Labor Code section 226, subdivision (a), dating
2 back to those employees' beginning of employment or to the start of the applicable limitations period,
3 whichever is further back in time.

4 **SIXTH CAUSE OF ACTION**

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

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

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

8 143. Plaintiffs, on behalf of themselves and Class Members, re-allege and incorporate by
9 reference all previous paragraphs of this SAC.

10 144. California Labor Code sections 201 and 202 provide that if an employer discharges an
11 employee, then the wages earned and unpaid at the time of discharge are due and payable immediately,
12 and that if an employee voluntarily leaves his or her employment, his or her wages shall become due
13 and payable not later than seventy-two (72) hours thereafter unless the employee has given seventy-
14 two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to
15 his or her wages at the time of quitting.

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

20 146. The unpaid wages owed to Plaintiffs and Class Members at the time of termination of
21 their employment include unpaid regular, overtime, and double time wages, as set forth in this SAC.

22 147. By failing to compensate Plaintiffs and Class Members upon separation, including but
23 not limited to Defendants' failure to properly pay Plaintiffs and Class Members s wages for all hours
24 worked when due, overtime wages, and minimum wages, Defendants have willfully failed and
25 continue to fail to pay all accrued wages and other compensation to Plaintiffs and Class Members in
26 accordance with California Labor Code sections 201 and 202.

27 148. As a direct and proximate result of Defendants' failure to pay all wages due upon
28 separation, Plaintiffs and Class Members have suffered damages.

149. Plaintiffs and Class Members can recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SEVENTH CAUSE OF ACTION

Failure to Indemnify for Necessary Expenses

[Cal. Labor Code, § 2802]

(Brought by All Plaintiffs Against All Defendants)

150. Plaintiffs, on behalf of themselves and Class Members, re-allege and incorporate by reference all previous paragraphs of this SAC.

151. California Labor Code section 2802, subdivision (a), requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

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

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

154. By requiring Plaintiffs and Class Members to pay for work-related expenses without reimbursement, Defendants have violated and continue to violate California Labor Code section 2802 and IWC Wage Order No. 4-2001, section (9).

155. Defendants have intentionally and willfully failed to reimburse Plaintiffs and Class Members for all necessary business-related expenses and costs.

156. As a direct and proximate result of Defendants' failure reimburse Plaintiffs and Class Members for all necessary business-related expenses and costs as required by California law, Plaintiffs and Class Members sustained damages.

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

EIGHTH CAUSE OF ACTION

Unfair Business Practices

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

(Brought by All Plaintiffs Against All Defendants)

158. Plaintiffs, on behalf of themselves and other Class Members, re-allege and incorporate by reference all previous paragraphs of this SAC.

159. As alleged in this SAC, Defendants' conduct, has been and continues to be unfair, unlawful, and harmful to Plaintiffs and Class Members, and to the general public. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

160. As alleged in this SAC, Defendants' actions violate California law and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200 et seq.

161. A violation of California Business & Professions Code section 17200 et seq. may be predicated on the violation of any state or federal law. In the present case, Defendants' policy and practice of not paying all regular, overtime, and double time wages due to Plaintiffs and Class Members violates California Labor Code sections 510, 1194, and 1198; Defendants' policy and practice of requiring Plaintiffs and Class Members to work through their meal and rest periods without paying them proper compensation violates California Labor Code sections 226.7 and 512, subdivision (a); Defendants' policy of not timely paying Plaintiffs and Class Members all wages due to them during their employment violates California Labor Code section 204; Defendants' policy and practice of not timely paying all wages owed to Plaintiffs and Class Members upon resignation or termination violates California Labor Code sections 201, 202, and 203; Defendants' policy and practice of not

1 fully reimbursing Plaintiffs and Class Members for necessary business-related expenses and costs
2 incurred during their employment violates California Labor Code sections 2800 and 2802; and
3 Defendants' policy and practice of failing to provide accurate itemized wage statements violates
4 California Labor Code section 226. As alleged in this SAC, Defendants' unlawful business acts and
5 practices, involve, but not necessarily limited to the loss of money and/or property.

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

13 **NINTH CAUSE OF ACTION**

14 **Private Attorneys' General Act**

15 **[Cal. Labor Code, §§ 2698 et seq.]**

16 **(Against All Defendants and DOES 1-10)**

17 163. Plaintiffs, on behalf of themselves, Class Members, other aggrieved employees and the
18 State of California re-allege and incorporate by reference all previous paragraphs of this SAC.

19 164. Defendants have committed several Labor Code violations against Plaintiffs, Class
20 Members, and other aggrieved employees. Plaintiffs, as "aggrieved employees" within the meaning
21 of Labor Code section 2698 et seq., acting on behalf of themselves and other aggrieved employees,
22 bring this representative action against Defendants to recover the civil penalties due to Plaintiffs, the
23 Class Members, other aggrieved employees, and the State of California according to proof pursuant
24 to Labor Code section 2699, subdivisions (a) and (f), including, but not limited to: (1) \$100.00 for
25 each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation
26 or willful or intentional violation pursuant to Labor Code section 210 for each failure to pay each
27 employee, plus 25 percent of the amount unlawfully withheld; (2) \$100.00 for each initial violation
28 and \$250.00 for each subsequent violation pursuant to Labor Code section 1197.1; (3) \$250.00 for

1 each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code section
2 226.3 per employee per pay period; (4) \$50.00 for each initial violation for each underpaid employee
3 for each pay period for which the employee was underpaid in addition to an amount sufficient to
4 recover underpaid wages and \$100.00 for each underpaid employee for each pay period for which the
5 employee was underpaid in addition to an amount sufficient to recover underpaid wages pursuant to
6 Labor Code section 558; (5) \$500 for failure to maintain accurate and complete records required by
7 Labor Code section 1174; and/or (6) \$100.00 for each initial violation and \$200.00 for each subsequent
8 violation per employee per pay period for those violations of the Labor Code for which no civil penalty
9 is specifically provided, based on the following Labor Code violations:

10 a. Defendants violated Labor Code sections 204, 510, 558, 1194, and 1198 by
11 failing to pay Plaintiffs and other aggrieved employees all overtime compensation earned;

12 b. Defendants violated Labor Code sections 1194, 1194.2, and 1197 by failing to
13 pay Plaintiffs and other aggrieved employees the statutory minimum wage for all hours worked;

14 c. Defendants violated Labor Code sections 226.7, 512, 516, and 558 by failing to
15 authorize and permit all legally required meal and rest periods and failing to pay meal and rest period
16 premiums to Plaintiffs and other aggrieved employees;

17 d. Defendants violated Labor Code section 226 by failing to furnish Plaintiffs and
18 other aggrieved employees with accurate and compliant itemized wage statements;

19 e. Defendants violated Labor Code section 204 by failing to pay Plaintiffs and
20 other aggrieved employees all earned wages at least twice during each calendar month;

21 f. Defendants violated Labor Code section 1174 by failing to maintain accurate
22 records on behalf of Plaintiffs and other aggrieved employees;

23 g. Defendants violated Labor Code sections 201, 202 and 203 by failing to timely
24 pay all final wages due to Plaintiffs and other aggrieved employees; and

25 h. Defendants violated Labor Code section 2802 by failing to indemnify necessary
26 expenditures due to Plaintiffs and other aggrieved employees.

27 165. On August 14, 2020, counsel for Plaintiffs notified Defendants via certified mail, and
28 notified the LWDA via its website, of Defendants' violations of the California Labor Code and

1 Plaintiffs' intent to bring an action for civil penalties under California Labor Code section 2698 et seq.
2 with respect to violations of the California Labor Code. A true and correct copy of Plaintiffs' letter is
3 attached hereto as **Exhibit 1**. Now that at least sixty-five days have passed from Plaintiffs notifying
4 Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends
5 to investigate the violations, Plaintiffs have exhausted the administrative requirements for bringing an
6 action under the PAGA with respect to these violations.

7 **REQUEST FOR A JURY TRIAL**

8 166. Plaintiffs, on behalf of themselves, and similarly situated employees currently or
9 formerly employed in California by Defendants, hereby demand a jury trial on all causes of action and
10 claims so triable.

11 **PRAYER FOR RELIEF**

12 167. Plaintiffs, on behalf of themselves and all other members of the general public similarly
13 situated, pray for relief and judgment against Defendants, as follows:

14 a. For certification of the proposed Classes and any other appropriate subclasses
15 under California Code of Civil Procedure section 382;

16 b. For appointment of SUSANA LUNA, CLAUDIA UCHICUA and LAURA
17 PADILLA as the class representatives;

18 c. For appointment of Macias Rodriguez LLP as class counsel for all purposes;

19 d. For an award of compensatory damages, including but not limited to, lost and
20 unpaid wages;

21 e. For an award of statutory penalties provided by law, including but not limited
22 to those in California Labor Code sections 203 and 226, subdivision (e);

23 f. An award of unpaid premium wages pursuant to California Labor Code 226.7,
24 subdivision (c);

25 g. For liquidated damages under Labor Code section 1194.2, in an amount equal
26 to the unpaid minimum wages;

27 h. For declaratory relief, enjoining Defendants' practices as being unlawful and
28 unfair business practices within the meaning of the California Business and Professions Code, and

1 declaring Defendants have unlawfully treated Plaintiffs and Class Members by failing to pay all wages
2 in violation of California law, failing to provide meal and rest periods or compensation in lieu thereof,
3 failing to provide accurate itemized wage statements, failing to provide wages due at termination, and
4 failing to reimburse necessary business expenses;

5 i. For restitution to Plaintiffs and Class Members of all money and/or property
6 unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in
7 violation of Business and Professions Code section 17200 et seq.;

8 j. For an order requiring Defendants to restore and disgorge all profits and other
9 appropriate equitable relief authorized by California Business and Professions Code section 17200 et
10 seq.;

11 k. For an award of civil penalties due to Plaintiffs, other aggrieved employees, and
12 the State of California according to proof pursuant to Labor Code section 2699, subdivision (a) and
13 (f), including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each
14 employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to
15 Labor Code section 210 for each failure to pay each employee, plus 25 percent of the amount
16 unlawfully withheld; (2) \$100.00 for each initial violation and \$250.00 for each subsequent violation
17 pursuant to Labor Code section 1197.1; (3) \$250.00 for each initial violation and \$1,000.00 for each
18 subsequent violation pursuant to Labor Code section 226.3 per employee per pay period; (4) \$50.00
19 for each initial violation for each underpaid employee for each pay period for which the employee was
20 underpaid in addition to an amount sufficient to recover underpaid wages and \$100.00 for each
21 underpaid employee for each pay period for which the employee was underpaid in addition to an
22 amount sufficient to recover underpaid wages pursuant to Labor Code section 558; (5) \$500 for failure
23 to maintain accurate and complete records required by Labor Code section 1174; and/or (6) \$100.00
24 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for
25 those violations of the Labor Code for which no civil penalty is specifically provided, based on the
26 Labor Code violations cited above;

27 l. For pre-judgment interest and post-judgment interest on all sums awarded;

28 m. Costs of suit;

1 n. For reasonable attorneys' fees and litigation expenses to the extent permitted
2 by law, including, but not limited to, Code of Civil Procedure section 1021.5 and Labor Code sections
3 218.5, 226, subdivision (e), and 1194, subdivision (a).

4 o. For such other relief as the Court deems just and proper.

5 Dated: July 19, 2022

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9 _____
10 JOSE MACIAS, JR
11 HECTOR J. RODRIGUEZ
12 TRAVIS M. ADAMS
13 **MACIAS RODRIGUEZ ADAMS LLP**

14
15 Attorneys for Plaintiffs
16 SUSANA LUNA, CLAUDIA UCHICUA and
17 LAURA PADILLA
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EXHIBIT 1



Macías Rodríguez LLP
— ATTORNEYS AT LAW —

Macías Rodríguez LLP
1550 The Alameda, Suite 332
San Jose, CA 95126

Hector J. Rodríguez
408.455.6388 direct
408.455.1243 main
hector@maciasrodriguez.com

August 14, 2020

VIA ELECTRONIC SUBMISSION

PAGAFilings@dir.ca.gov

State of California Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

VIA CERTIFIED MAIL

Escuela Popular del Pueblo
ATTN: Patricia Reguerin
149 North White Road
San Jose, CA 95127

**Re: Notice of Labor Code Violations Pursuant to the Private Attorneys General Act
California Labor Code Section 2699.3**

Dear Administrator:

This office represents Susana Luna ("Claimant") in connection with her claims under the California Labor Code. Claimant was an employee of Escuela Popular del Pueblo ("Escuela Popular"), a San Jose charter school located at: 149 North White Road, San Jose, California 95127.

Claimant intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698 et seq., the Private Attorneys General Act of 2004 ("PAGA"). Claimant seeks relief on behalf of herself, the State of California, and other persons who were employed by Escuela Popular in California as non-exempt, hourly-paid employees and who received at least one wage statement during the relevant statutory time period ("aggrieved employees"). This letter complies with the notice and reporting requirements of California Labor Code section 2699.3.

Escuela Popular employed Claimant as a non-exempt, hourly Instructor during the past four years and recently terminated her employment in June 2020. Throughout her employment, Claimant regularly worked more than eight (8) hours per day and more than forty (40 hours) per week—hours that entitled her to overtime compensation as a non-exempt employee.

Claimant's job duties included: providing multiple subject instruction in Spanish and English; preparing daily lesson plans using textbook materials, supplemental instructional materials, and audio visual aids; implementing curricula and classroom activities to comply with state standards;

conferring with parents and students periodically to assess progress; evaluating students through teacher-made tests, standardized tests, and observations; and collaborating with colleagues to align curriculum and share best practices.

At all relevant times, Claimant and other aggrieved employees did not earn at least two (2) times the minimum wage or the equivalent of no less than seventy (70) percent of the lowest schedule salary offered by the school district or county in which Escuela Popular is located to a person who is in a position that requires the person to have a valid California teaching credential.

During Claimant's employment, Escuela Popular committed one or more of the following Labor Code violations against Claimant, the facts and theories of which are detailed below, making them "aggrieved employees" under California Labor Code section 2699, subdivision (c).

Uniform Payroll and Human Resources Practices

Escuela Popular is a California State corporation, located in the City of San Jose. Escuela Popular has its principal business and executive office in Santa Clara County, located at: 149 North White Road, San Jose, California 95127. Escuela Popular is a charter school that serves the community of East San Jose with academic instruction in various subjects, including but not limited to: English as a Second Language; English; Math; and Social Studies.

Escuela Popular presently operates four different educational academies: (1) Childcare Academy; (2) TK-8th Dual Language Academy; (3) High School Youth Bilingual Academy; and (4) High School Adults Bilingual Academy and Vocational Training. Escuela Popular runs all these academies independently from the local school districts.

Upon information and belief, Escuela Popular has a centralized human resources (HR) department at its principal business and executive office in San Jose, California, which implements uniform, standardized policies and practices that affect all its non-exempt, hourly-paid employees in California, including Claimant and other aggrieved employees.

Upon information and belief, at all relevant times, Escuela Popular issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly-paid employees in California, including Claimant and other aggrieved employees, regardless of their location or position.

Upon information and belief, Escuela Popular maintains a centralized payroll department at its principal business and executive office in San Jose, California, which processes payroll for all non-exempt, hourly-paid employees working for Escuela Popular in California, including Claimant and other aggrieved employees. In addition, Escuela Popular issues the same uniform and formatted wage statements to all non-exempt, hourly-paid employees in California, regardless of the location, position, or way each employee's employment ended. Escuela Popular's centralized payroll department processed payroll for non-exempt, hourly-paid employees in the same manner throughout California and used the same methods and formulas for calculating wages due to Claimant and other aggrieved employees in California.

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Unpaid Overtime Violation of California Labor Code Sections 510 and 1198

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees who work more than eight (8) hours in a workday or more than forty (40) hours in a workweek at the rate of one and a half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours in a day or in excess of forty (40) hours in a workweek. The applicable IWC Wage Order also provides that employers are required to pay employees, who work more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all compensation for employment paid to, or on behalf of, the employee, including non-discretionary bonuses and incentive pay.

Escuela Popular willfully failed to pay all overtime compensation owed to Claimant and other aggrieved employees. During the relevant time period, Escuela Popular did not pay Claimant and other aggrieved employees overtime premiums for all of the hours they worked in excess of eight (8) hours in a day and/or in excess of forty (40) hours in a week.

First, Escuela Popular had and continues to have a company-wide policy and/or practice of not paying the proper rate of overtime pay, as required by California law, anytime Claimant and other aggrieved employees worked more than eight (8) hours in one day or more than forty (40) hours in one week. Unpaid overtime pay due to Claimant and aggrieved employees includes, inter alia: time preparing lesson plans; documenting students' progress; grading homework; grading tests; attending school-sponsored events; and leading school committees.

Second, Escuela Popular has consistently understaffed and continues to consistently understaff its academies to maximize profits. This practice of chronically understaffing its academies has resulted and results in having insufficient employees on duty to manage the requisite workload and insufficient employees to provide uninterrupted meal period coverage. Because of this practice, Escuela Popular did not provide Claimant and other aggrieved employees adequate meal period coverage to enable them to be completely relieved of their duties, so that they could take timely, complete, and uninterrupted meal periods, as required by California law.

Because of the company-wide practice of chronically understaffing its locations, Claimant and other aggrieved employees had their meal periods regularly interrupted and had to perform work without compensation during their meal periods. Furthermore, even though Claimant reported her inability to take breaks to management, Escuela Popular never paid her meal period premium pay, as required by California law.

Claimant, as an Instructor, had her meal periods regularly interrupted by Escuela Popular's management, students, and students' parents. These interruptions occurred because Escuela Popular misclassified Claimant, and other aggrieved employees, as exempt employees, and failed to afford her and other aggrieved employees with the opportunities to take timely, complete, and uninterrupted meal periods. In fact, Escuela Popular required Claimant to remain in her classroom during student recesses, so that she would be available for others to reach her. Escuela Popular never compensated Claimant for this work time and/or for the interruptions that occurred during her meal periods.

Additionally, because Escuela Popular misclassified Claimant and other aggrieved employees, Escuela Popular did not record or track the hours worked by Claimant and other aggrieved employees. Specifically, Escuela Popular failed to pay overtime wages to Claimant and other aggrieved employees by having a policy and practice of failing to pay Claimant and other aggrieved employees at or above the applicable overtime rate required under California law for many hours worked by Claimant and other aggrieved employees, including but not limited to: hours Escuela Popular required, permitted, or suffered Claimant and other aggrieved employees to work from home or remotely in order to fulfill their duties and responsibilities as Instructors; hours that Escuela Popular required, permitted, or suffered Claimant and other aggrieved employees to work late nights or weekend hours; hours Escuela Popular required, permitted, or suffered Claimant and other aggrieved employees to work in order to support school committees; hours that Escuela Popular required, permitted, or suffered Claimant and other aggrieved employees to work in order to support off-campus school events; hours Escuela Popular required, permitted, or suffered Plaintiffs to work to attend mandatory school meetings; and hours Escuela Popular required, permitted, or suffered Claimant and other aggrieved employees to work through unpaid meal and rest periods. This scheme by Escuela Popular to misclassify Claimant and other aggrieved employees directly violated California law, enabling Escuela Popular to not pay statutorily required overtime and double time for hours Claimant and other aggrieved employees worked in excess of eight (8) and twelve (12) hours in the same day.

Lastly, Escuela Popular required Claimant and other aggrieved employees to work through meal periods, as part of their regular team meetings with teachers and instructors. These team meetings generally took place on Wednesdays and lasted several hours. Claimant and other aggrieved employees requested that this time be compensated, and Escuela Popular's management refused to do so.

Escuela Popular knew or should have known that these policies, which included not paying overtime pay and not paying overtime hours at the employee's regular hourly rate, were unlawful. Additionally, Escuela Popular should have known that, as a result of these company-wide practices and/or policies, Claimant and other aggrieved employees were performing assigned duties during meal periods and were thereby performing work for no pay.

Escuela Popular's failure to pay Claimant and other aggrieved employees the proper overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Claimant and other aggrieved employees can therefore recover civil penalties, attorneys' fees, and costs, per Labor Code sections 558, 1194, and/or 2699, subdivisions (f) and (g).

Unpaid Minimum Wages

Violation of California Labor Code Sections 1182.12, 1194, 1197, 1197.1, and 1198

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum fixed is unlawful. Compensable work time is defined by the applicable Wage Order 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."

Under the applicable IWC Wage Order, a “split shift” means a “work schedule, which is interrupted by non-paid non-working periods established by the employer, other than bona fide rest or meal periods.” The IWC Wage Order further provides that “[w]hen an employee works a split shift, one (1) hour’s pay at the minimum wage shall be paid in addition to the minimum wage for that workday, except when the employee resides at the place of employment.”

As stated above, because of Escuela Popular’s company-wide understaffing practices and resultant lack of meal period coverage, Claimant and other aggrieved employees had to forego meal periods and/or had their meal periods interrupted by work. Escuela Popular’s practice of understaffing its academies was further exacerbated by Escuela Popular’s misclassification of Claimant and other aggrieved employees as exempt employees.

Claimant and other aggrieved employees performed countless hours of work outside the premises of Escuela Popular’s academies and on their off days performing various tasks necessary to their job as Instructors, including: preparing lesson plans; drafting quizzes and exams; evaluating students’ performance; fulfilling school committee responsibilities; attending school-sponsored events; attending Wednesday team meetings; and collaborating with colleagues to align curriculum and share best practices. Escuela Popular tracked and recorded none of the work performed by Claimant and other aggrieved employees on Escuela Popular’s premises or away from its academies.

Furthermore, Escuela Popular did not pay minimum wages for meal periods and other off-the-clock hours that Claimant and other aggrieved employees worked that otherwise would have qualified for overtime premium pay. To the extent that these off-the-clock hours did not qualify for overtime premium pay, Escuela Popular did not pay at least minimum wages for those hours worked off-the-clock. Accordingly, Escuela Popular regularly failed to pay at least minimum wages to Claimant and other aggrieved employees for all the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Claimant and other aggrieved employees sometimes worked split shift intervals, in which they had to wait over one hour of uncompensated time between actual time worked. Escuela Popular failed to pay Claimant and other aggrieved employees one hour of wages at the minimum wage when Claimant and other aggrieved employees worked split shift intervals in violation of California Labor Code section 1198 and the applicable IWC Wage Order.

Claimant and other aggrieved employees can therefore recover civil penalties, attorneys’ fees, and costs, per Labor Code sections 558, 1197.1 and/or 2699, subdivisions (f) and (g).

Failure to Provide Meal Periods

Violation of California Labor Code Sections 226.7, 512, Subdivision (a), and 1198

California Labor Code sections 226.7, 512, subdivision (a), and 1198 and the applicable IWC Wage Order require employers to provide meal and rest periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each workday that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512, subdivision (a), and the applicable IWC Wage Order, an employer may not require, cause, or permit an employee to work

for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

Under California law, first meal periods must start before the end of the fifth hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1041-1042.). Labor Code sections 226.7 and 512, subdivision (a), and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate of pay, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee, but only if the employee did not waive the first meal period.

As stated above, Escuela Popular had and continues to have a company-wide policy and/or practice of consistently understaffing locations that resulted in a lack of meal period coverage and prevented other aggrieved employees from taking all timely, complete, and uninterrupted meal periods.

Moreover, Escuela Popular had and continues to have a company-wide policy and/or practice of misclassifying non-exempt hourly employees, like Claimant, as exempt employees. This scheme denied Claimant and other aggrieved employees legally required meal periods on days they worked in excess of five (5) hours in a day and on days they worked in excess of ten (10) hours in a day. Claimant and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties by Escuela Popular.

Lastly, Escuela Popular required numerous aggrieved employees to work through meal periods, as part of their regular team meetings with teachers and instructors. These team meetings generally took place on Wednesdays and lasted several hours. Claimant and other aggrieved employees requested that this time be compensated and Escuela Popular's management refused to pay any compensation for this time.

Escuela Popular knew or should have known that, as a result of its policies, including understaffing its academies, failing to track and record employees' hours worked, misclassifying non-exempt hourly employees as exempt, and failing to provide meal periods, that they did not actually relieve Claimant and other aggrieved employees of all duties and that, as a result, Claimant and other aggrieved employees did not take timely, complete, and uninterrupted meal periods. Escuela Popular also knew or should have known that they did not pay Claimant and other aggrieved employees meal period premium pay for missed, late, short, and/or interrupted meal periods.

Escuela Popular also has and continues to engage in a company-wide practice and/or policy of not paying meal period premiums owed when they do not provide its non-exempt employees with compliant meal periods. Because of this practice and/or policy, Escuela Popular did not pay Claimant and other aggrieved employees premium pay for non-compliant meal periods.

Accordingly, Escuela Popular failed to provide all meal periods in violation of California Labor Code sections 226.7, 512, and 1198. Claimant and other aggrieved employees can therefore recover

civil penalties, attorneys' fees, and costs, per Labor Code sections 558 and/or 2699, subdivisions (f) and (g).

**Failure to Provide Rest Periods
Violation of California Labor Code Sections 226.7 and 1198**

California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "(e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

To comply with its obligation to provide rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend her break time, and relieve her employees of all duties, including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal. 5th 257, 269-270.)

As with meal periods, Escuela Popular's company-wide policy and practice of understaffing its academies and resulting lack of break coverage prevented Claimant and other aggrieved employees from being relieved of all duty to take compliant rest periods. Claimant and other aggrieved employees had to wait for management to authorize them to take rest periods and management often and prevented Claimant and other aggrieved employees from taking their rest periods. Escuela Popular often did not permit Claimant from taking full and complete ten (10) minute rest periods. Claimant instead had to miss her rest periods or had her rest periods interrupted to meet students' demands and administration's requests.

Moreover, Escuela Popular had and continues to have a company-wide policy and/or practice of misclassifying non-exempt hourly employees, like Claimant, as exempt employees. This scheme denied and continues to deny Claimant and other aggrieved employees with the opportunities to take timely, complete and uninterrupted rest periods on days they worked in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours.

Escuela Popular also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when they did not provide compliant rest periods. Because of this practice and/or policy, Claimant and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, Escuela Popular failed to provide all rest periods in violation of California Labor Code sections 226.7, 512, and 1198. Claimant and other aggrieved employees are therefore entitled to recover civil penalties, attorneys' fees, and costs, per Labor Code sections 558 and 2699, subdivisions (f) through (g).

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**Non-Compliant Wage Statements
Violation of California Labor Code Sections 226, Subdivision (a)**

California Labor Code section 226, subdivision (a), requires employers to make, keep, and provide true, accurate, and complete employment records.

Labor Code section 226, subdivision (e), provides that if an employer fails to provide an employee with properly itemized wages statements as set forth in section 226, subdivision (a), then the employee can recover the greater of all actual damages or \$50.00 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000.

Furthermore, Labor Code section 226.3 provides that any employer who violates section 226, subdivision (a), shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records per section 226, subdivision (a).

Escuela Popular has knowingly and intentionally provided Claimant and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. Specifically, Escuela Popular violated sections 226, subdivisions (a)(1), (2), (5) and (9). Escuela Popular deducted time worked from other aggrieved employees' wage statements and employment records for meal periods that were interrupted or missed (and therefore time that they should have been paid), and did not record time Claimant and other aggrieved employees spent working outside the premises of Escuela Popular's academies, the result of which was an unlawful deduction of wages earned and meal period premiums that should have been paid.

The wage statement deficiencies also include, among other things: failing to state all hours worked as a result of not recording hours worked; failing to state all applicable hourly rates in effect during pay periods; and failing to state the corresponding number of hours worked at each hourly rate. These wage statement deficiencies occurred, in large part, because of Escuela Popular's misclassification scheme.

Additionally, on information and belief, aggrieved employees that selected direct deposit as a form of payment did not receive a single wage statement during their employment, despite numerous requests to receive copies of wage statements.

Therefore, Escuela Popular did not provide wage statements to Claimant and other aggrieved employees having accurate totals of the hours worked (Lab. Code, § 226, subd. (a)(2)), number of hours worked at each hourly rate (Lab. Code, § 226, subd. (a)(9)), net wages earned (Lab. Code, § 226, subd. (a)(5)), and gross wages earned (Lab. Code, § 226, subd. (a)(1)).

Claimant and other aggrieved employees can therefore recover civil penalties, attorneys' fees, and costs per Labor Code sections 226.3 and 2699, subdivisions (a).

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**Failure to Maintain Accurate Payroll Records
Violation California Labor Code Sections 1174, Subdivision(d), and 1198**

California Labor Code section 1174, subdivision (d), provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, 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 . . .”

Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174, subdivision (d).

During the relevant time period, and in violation of Labor Code section 1174, subdivision (d), Escuela Popular willfully failed to maintain accurate payroll records for Claimant and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 also provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period and each split shift interval.

During the relevant time period, Escuela Popular failed, on a company-wide basis, to keep accurate records of work period start and stop times for Claimant and other aggrieved employees, in violation of section 1198.

Because Escuela Popular failed to provide the accurate number of total hours worked on wage statements, Claimant and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Claimants and other aggrieved employees had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Claimant and other aggrieved employees can therefore recover civil penalties, attorneys’ fees, and costs, per Labor Code sections 1174, 1174.5 and 2699, subdivisions (f) and (g).

**Failure to Timely Pay Wages During Employment
Violation of California Labor Code Section 204**

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar

month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that 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. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

California Labor Code section 210, subdivision (a)(1), provides that an employer that violates California Labor Code section 204 is liable for a civil penalty of one hundred dollars (\$100) for each failure to pay each employee for an initial violation.

For a subsequent or a willful or intentional violation of California Labor Code section 204, California Labor Code section 210, subdivision (a)(2), provides that an employer is liable for a civil penalty of two hundred dollars (\$200), plus 25 percent of the amount unlawfully withheld.

During the relevant time period, Escuela Popular failed to pay Claimant and other aggrieved employees all compensation due to them, including, but not limited to, overtime wages, minimum wages and meal and rest period premium wages, within any time period specified by California Labor Code section 204.

Claimant and aggrieved employees can therefore recover civil penalties, attorneys' fees, and costs, per Labor Code sections 210 and 2699, subdivision (a).

Failure to Timely Pay Final Wages Upon Termination Violation of California Labor Code 201, 202, and 203

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves 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.

California Labor Code section 266 provides: "The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days pay as waiting time under the terms of Section 203."

Escuela Popular has a company-wide practice and/or policy of not paying departing employees their final wages on their final day of employment or within seventy-two (72) hours of resigning without prior notice, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202.

Additionally, Escuela Popular willfully failed to pay aggrieved employees who are no longer employed by Escuela Popular all their earned wages, including, but not limited to, overtime wages, minimum wages, and meal and rest period premium wages, either at the time of discharge, or within seventy-two (72) hours of leaving Escuela Popular's employ in violation of California Labor

Code sections 201, 202, and 203.

Claimant and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, and costs, per Labor Code sections 256 and 2699, subdivision (a).

Unreimbursed Business Expenses Violation of California Labor Code Section 2802

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off the cost of doing business and operating expenses on to its employees. (*Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal. App. 4th 1137, 1144.) The applicable wage order provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

During the relevant time period, Escuela Popular failed to provide Claimant and other aggrieved employees with adequate educational materials, including but not limited to: posters; pens; erasers; highlighters; notebooks; hand sanitizers; cleaning supplies; computer accessories; binders, staplers; and desktop hole punchers. Claimant and aggrieved employees instead had to pay out-of-pocket for these necessary expenses. Escuela Popular also failed to reimburse Claimant and other aggrieved employees for work-related travel expenses, including conferences and school-sponsored events, among others.

Escuela Popular could have provided Claimant and other aggrieved employees with the actual tools and materials for use on the job, including sufficient school supplies to fulfill the required lesson plans assigned to them. Escuela Popular also could have reimbursed employees for out-of-pocket expenses in purchasing school materials. Instead, Escuela Popular passed these operating costs off onto Claimant and other aggrieved employees in violation of California law. As such, Escuela Popular had and continues to have a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred.

Escuela Popular's policy and/or practice of passing its operating costs on to Claimant and other aggrieved employees by requiring that they purchase their own school supplies violates California Labor Code section 2802. Claimant and other aggrieved employees can recover civil penalties, attorneys' fees, and costs, per Labor Code section 2699, subdivisions (f) and (g).

Failure to Provide Notice of Material Terms of Employment Violation of California Labor Code Section 2810.5, Subdivision (a)

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft

Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claimed as part of the minimum wage, including meal or lodging allowances.

Effective January 1, 2015, an employer's written notice per section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

On information and belief, Escuela Popular failed to provide Claimant and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5, subdivision (a)(1)(A) through (C).

Escuela Popular's failure to provide Claimant and other aggrieved employees with written notice of basic information about their employment with Escuela Popular violates California Labor Code section 2810.5. Claimant and other aggrieved employees can therefore recover civil penalties, attorneys' fees, and costs, per Labor Code section 2699, subdivisions (f) and (g).

Violation of California Labor Code Section 558, Subdivision (a)

California Labor Code section 558, subdivision (a), provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages." Labor Code section 558, subdivision (c), provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law."

At all relevant times Escuela Popular was an employer or person acting on behalf of an employer(s) who violated Claimant's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Claimant seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, per the PAGA, and in particular California Labor Code sections 2699, subdivision (a), 2699.3, subdivision (a), and 2699.3, subdivision (c), 2699.5, and 558, Claimant, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against Escuela Popular for violations of California Labor Code sections 201, 202, 203, 204, 226, subdivision (a), 226.7, 510, 512, subdivision (a), 1174,

subdivision (d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Claimant seek all applicable civil penalties related to these violations of the California Labor Code per the PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the address below:

Macias Rodriguez LLP
1550 The Alameda, Suite 332
San Jose, CA 95126

Sincerely,

A handwritten signature in blue ink, appearing to read 'HJ Rodriguez', with a long horizontal flourish extending to the right.

Hector J. Rodriguez
Partner