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ddonkin
By _____, Deputy
Case Number:
34-2022-00316882

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

HAMZEH AYYAD, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

POWERSCHOOL GROUP LLC, and DOES
1 THROUGH 100, inclusive,

Defendant.

**CLASS, COLLECTIVE, AND
REPRESENTATIVE ACTION
COMPLAINT;**

CLAIMS FOR DAMAGES;

DEMAND FOR JURY TRIAL

- (1) **Failure to Pay Overtime Wages, Fair Labor Standards Act, 29 U.S.C. § 201, et seq.;**
- (2) **Failure to Provide Minimum Wages, Cal. Lab. Code §§ 1194, 1197, 1197.1;**
- (3) **Failure to Provide Overtime Wages, Cal. Labor Code §§ 510, 1194, and IWC Order No. 10-2001;**
- (4) **Failure to Provide Meal Breaks, Cal. Lab. Code §§ 218.5, 226.7, 512, 1198, and IWC Order 10-2001;**
- (5) **Failure to Provide Rest Breaks, Cal. Lab. Code §§ 218.5, 226.7, 512, 1198, and IWC Order 10-2001;**

- (6) **Failure to Reimburse Business Expenses in Violation of California Labor Code § 2802;**
- (7) **Failure to Pay Earned Wages Timely, Cal Labor Code §§ 204, 210;**
- (8) **Failure to Pay Earned Wages Upon Discharge, Cal. Lab. Code §§ 201-203;**
- (9) **Failure to Provide Itemized Wage Statements, Cal. Lab. Code § 226;**
- (10) **Failure to Keep Requisite Payroll Records, Cal. Lab. Code § 1174(d);**
- (11) **Unlawful and/or Unfair Business Practices, Cal. Business & Professions Code §§ 17200, *et seq.***
- (12) **Civil Penalties Under the Private Attorneys General Act of 2004 (“PAGA”) §§ 2698, *et seq.***

1 Plaintiff Hamzeh Ayyad (“Plaintiff”), on behalf of himself and all those similarly
2 situated, complains and alleges on personal knowledge as to himself and on information and
3 belief as to all other matters as follows:

4 **INTRODUCTION**

5 1. Plaintiff brings this collective, class, and representative action on behalf of
6 himself and of a proposed nationwide collective under the Fair Labor Standards Act (“FLSA”), a
7 proposed class in California under California’s wage and hour laws, and a proposed
8 representative class in California under California’s Private Attorneys General Act (“PAGA”),
9 California Labor Code §§ 2698, *et seq.* (“PAGA Group”).

10 2. “Class Members” are all persons who have been employed by Defendant as non-
11 exempt classified Inside Sales Representatives, Account Representatives, Senior Inside Sales
12 Representatives/Account Representatives, Sales Development Representatives, Senior Sales
13 Development Representatives, and/or Account Executives in California at any time during the
14 time period from May 1, 2017 to November 5, 2021 (the “Class Period”).

15 3. “Collective Members” are all persons who have been employed by Defendant
16 PowerSchool Group LLC (“Defendant” or “PowerSchool”) as non-exempt classified Inside Sales
17 Representatives, Account Representatives, Senior Inside Sales Representatives/Account
18 Representatives, Sales Development Representatives, Senior Sales Development
19 Representatives, and/or Account Executives anywhere in the United States during the time
20 period from May 1, 2018 to November 5, 2021 (the “FLSA Period”).

21 4. “PAGA Group Members” are all persons who have been employed by Defendant
22 as non-exempt classified Inside Sales Representatives, Account Representatives, Senior Inside
23 Sales Representatives/Account Representatives, Sales Development Representatives, Senior
24 Sales Development Representatives, and/or Account Executives in California at any time during
25 the time period from May 1, 2020 to November 5, 2021 (the “PAGA Period”).

26 5. Defendant has failed to pay Plaintiff and Class, Collective, and PAGA Group
27 Members for all regular and overtime hours worked in violation of federal and state wage and
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1 hour laws, including the FLSA, 29 U.S.C. §§ 201, *et seq.*; California Labor Code §§ 510, 1194,
2 1197, and 1197.1; and California Industrial Welfare Commission (“IWC”) Order No. 10-2001.
3 These employees are similarly situated for the purposes of certification under California Code of
4 Civil Procedure § 382 and the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 216(b).

5 6. In California, Defendant has also failed to provide Plaintiff and Class and PAGA
6 Group Members with compliant meal and rest periods in violation of California Labor Code §§
7 218.5, 226.7, 512, 1198, and IWC Order No. 10-2001; failed to provide reimbursement for all
8 necessary business expenses in violation of California Labor Code § 2802; failed to provide
9 accurate wage statements in violation of California Labor Code § 226(a); failed to maintain
10 requisite payroll records in violation of California Labor Code § 1174(d); failed to pay them all
11 earned wages timely and upon discharge in violation of California Labor Code §§ 201-204 and
12 210; engaged in unfair business practices in violation of California Business & Professions Code
13 §§ 17200, *et seq.* (“Unfair Competition Law”); and violated California’s Private Attorneys
14 General Act (“PAGA”), California Labor Code §§ 2698, *et seq.*

15 7. On behalf of the Class, Collective, and PAGA Group Members, Plaintiff seeks
16 damages, penalties, restitution, injunctive, and declaratory relief, as well as fees and costs, for
17 Defendant’s aforementioned violations of the FLSA and California law.

18 **JURISDICTION AND VENUE**

19 8. This Court has jurisdiction over this action pursuant to Article 6, § 10 of the
20 California Constitution and California Code of Civil Procedure § 410.10. This action is brought
21 pursuant to California Code of Civil Procedure § 382. Plaintiff brings this action on his own
22 behalf and on behalf of all persons within the proposed Class, Collective, and PAGA Group as
23 defined herein. Defendant owns property, maintains offices, transacts business, and/or has an
24 agent or agents within the County of Sacramento or otherwise is found within the County of
25 Sacramento, and Defendant is within the jurisdiction of this Court for purposes of service of
26 process.

27 9. Venue is proper in this Court pursuant to California Code of Civil Procedure §
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395(a) and § 395.5 because the injuries to the persons complained of herein occurred at least in part in the County of Sacramento and/or because Defendant conducts business within the County of Sacramento.

THE PARTIES

10. Plaintiff Hamzeh Ayyad at all times relevant hereto, was a resident of the State of California, and currently resides in Sacramento, California. Mr. Ayyad was employed by PowerSchool as a Sales Development Representative and later as a Regional Sales Representative in Sacramento, California from approximately January 2019 through January 2021. Plaintiff consents to sue for violations of the FLSA, pursuant to 29 U.S.C. §§ 216(b) and 256. A copy of Mr. Ayyad's signed consent to join form is attached hereto as **Exhibit A**.

11. Defendant PowerSchool Group LLC is a limited liability corporation incorporated under Delaware law and headquartered in Folsom, California.

12. Plaintiff is informed and believes, and based thereupon alleges, that the conduct, actions, omissions, and manner of failing to provide overtime and minimum wages, failing to provide proper meal and rest breaks, failing to reimburse necessary business expenses, failing to pay all earned wages upon discharge, failing to provide accurate wage statements and maintain requisite payroll records, failing to timely pay wages during employment, and engaging in unfair competition was willful, known, and intended to violate the laws, and that officers, directors, and managing agents of Defendant, approved, ratified, and directed the conduct in order to inflate profits at the expense of their own employees' earnings and wages. Through these policies and/or practices, Defendant lowered its operating costs by failing to pay its non-exempt classified Inside Sales Representatives, Account Representatives, Senior Inside Sales Representatives/Account Representatives, Sales Development Representatives, Senior Sales Development Representatives, and/or Account Executives overtime and minimum wages, failing to pay meal and rest break penalties for their missed breaks, and failing to reimburse them for their necessary business-related expenses.

13. Plaintiff is ignorant of the true names or capacities, whether as individuals,

partners, corporate entities, or joint venturers, of the Defendant sued herein as Does 1 through 100, inclusive, and for that reason, Defendant is sued under such fictitious names. Plaintiff will seek leave from the Court to amend this Class, Collective, and Representative Action Complaint when such true names and capacities are discovered. Plaintiff are informed and believe, and thereupon allege, that each of said Doe Defendants, whether individuals, partners, corporate entities, or joint venturers, were responsible in some manner for the circumstances alleged herein, and proximately caused Plaintiff and those members of the Class, Collective, and PAGA Group designated herein, to be subject to the unlawful employment and business practices, wrongs, injuries, and damages complained of herein.

COMMON FACTUAL ALLEGATIONS

Off-the-Clock Work

14. Defendant's timekeeping policies and practices have required Plaintiff and Class, Collective, and PAGA Group Members to work substantial amounts of overtime off-the-clock, including but not limited to working during uncompensated meal and rest breaks to assist clients; responding to emails, text messages, and phone calls; participating in zoom conferences; and engaging in other remote work activities outside of regular work hours.

Meal and Rest Breaks

15. Defendant has common, company-wide policies and/or practices of failing to relieve Plaintiff and Class, Collective, and PAGA Group Members of all duties so that they may take the meal and rest periods to which they are entitled by law.

16. As a matter of common, company-wide policy and/or practice, Defendant also fails to ensure that it pays Plaintiff and Class, Collective, and PAGA Group Members proper meal and rest break penalties when they do not receive the meal and rest breaks to which they are entitled by law.

Unreimbursed Expenses

17. Defendant requires Plaintiff and Class, Collective, and PAGA Group Members to incur necessary business-related expenses in the performance of their duties. These expenses

1 include charges associated with cell phone/data usage and home internet usage as a result of
2 being obligated to, among other things, respond to work related e-mails, texts and phone calls,
3 and take zoom conferences, on their personal devices. However, Defendant's reimbursement
4 policies and/or practices failed to provide Plaintiff and Class, Collective, and PAGA Group
5 Members with adequate reimbursement for these reasonable and necessary business expenses.

6 **Plaintiff Hamzeh Ayyad**

7 18. Plaintiff Ayyad was employed by Defendant as a Sales Development
8 Representative and later as a Regional Sales Rep (West) in Sacramento, California, from January
9 2019 through January 2021.

10 19. Pursuant to Defendant's policies, patterns, and/or practices, Plaintiff Ayyad
11 regularly had to work off the clock, including but not limited to: (i) performing work during
12 uncompensated meal breaks to assist clients (four to five times per week, on average); and (ii)
13 responding to e-mails, text messages, and phone calls, and participating in zoom conferences, with
14 clients and co-workers, including working from home, outside of regular work hours.

15 20. While Plaintiff Ayyad was working for Defendant, he incurred several reasonable
16 and necessary business-related expenses. These expenses included using his personal cell phone
17 for work-related communications and costs for data usage on his personal internet as a result of
18 working from home. However, Plaintiff Ayyad was not reimbursed for all of these reasonable
19 and necessary business-related expenses.

20 **COLLECTIVE ACTION ALLEGATIONS**

21 21. Plaintiff brings the First Cause of Action, the FLSA claim, on behalf of himself
22 and the Collective Members.

23 22. Plaintiff, on behalf of himself and the Collective, alleges and incorporates by
24 reference the allegations in the preceding paragraphs.

25 23. Plaintiff is similarly situated to other members of the Collective.

26 24. Defendant subjected Plaintiff and the Collective to the same unlawful
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1 compensation policies, including, but not limited to requiring them to perform unpaid, off-the-
2 clock work.

3 25. Defendant is liable under the FLSA for, inter alia, failing to properly compensate
4 Plaintiff and Collective Members. There are many similarly situated non-exempt employees
5 who have been underpaid in violation of the FLSA who would benefit for the issuance of a
6 court-supervised notice regarding the present lawsuit and the opportunity to join it. Those
7 similarly situated employees are known to Defendant, are readily identifiable, and can be located
8 through Defendant's records, such that notice should be sent to them pursuant to 29 U.S.C. §
9 216(b).

10 CLASS ACTION ALLEGATIONS

11 26. Plaintiff brings the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth,
12 Tenth, and Eleventh Causes of Action for violations of California's wage and hour and unfair
13 competition laws as a class action pursuant to California Code of Civil Procedure § 382, on
14 behalf of himself and the Class.

15 27. Plaintiff, on behalf of himself and the Class, alleges and incorporates by reference
16 the allegations in the preceding paragraphs, which demonstrate that class treatment is warranted
17 under California Code of Civil Procedure § 382.

18 28. **Numerosity:** The Class is sufficiently numerous that joinder of all members is
19 impracticable. The exact numbers of such persons are not known to Plaintiff because the facts
20 on which the calculation of that number can be based are presently within the sole control of
21 Defendant. Upon information and belief, there are over 70 people in the Class.

22 29. **Ascertainable Class:** The Class consists of readily ascertainable persons. The
23 entire membership of the Class is unknown to Plaintiff at this time; however, the identity of such
24 membership is readily ascertainable via Defendant's employment records reflecting the job titles
25 of each such individual.

26 30. **Typicality:** The claims of Plaintiff are typical of the claims of the members of
27 the Class. Plaintiff, like other members of the Class, was subjected to Defendant's uniform
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1 policies and practices that violated California law as described in this Class, Collective, and
2 Representative Action Complaint. Plaintiff's job duties giving rise to the claims asserted in this
3 Class, Collective, and Representative Action Complaint were typical of those of the members of
4 the Class.

5 31. **Adequacy:** Plaintiff can and will fairly and adequately represent the interests of
6 the Class, and he has no interests that conflict with or are antagonistic to the interests of the
7 Class. Plaintiff suffered actual harm and damages as a result of Defendant's systematic and
8 uniform violations of the California wage and hour laws as set forth in this Class, Collective, and
9 Representative Action Complaint. Plaintiff has retained attorneys who are highly skilled,
10 competent, and experienced in complex and class action litigation, and who will vigorously
11 assert the claims on behalf of the members of the Class. Plaintiff is willing and able to
12 vigorously prosecute this action on behalf of the Class.

13 32. **Predominance:** There are common questions of law or fact affecting the rights
14 of the members of the Class, including but not necessarily limited to whether Defendant failed to
15 provide the Class with minimum wages for all hours worked, whether Defendant failed to
16 provide the Class with overtime wages for all overtime hours worked, whether Defendant failed
17 to provide the Class with meal and rest breaks, whether Defendant failed to reimburse the Class
18 for work-related expenses, whether Defendant failed to provide the Class with accurate wage
19 statements, whether Defendant failed to maintain requisite payroll records for the Class, whether
20 Defendant failed to pay final wages, whether Defendant failed to pay timely wages, and whether
21 Defendant engaged in unfair and/or unlawful business practices. These common questions
22 predominate over questions affecting only individual members.

23 33. **Superiority:** Certification of the Class would provide substantial benefits to the
24 Court and members of the Class. The damages suffered by individual members of the Class are
25 relatively small compared to the significant expense and burden of individual prosecution of this
26 litigation. In addition, class certification will obviate the need for unduly duplicative litigation
27 which might result in inconsistent judgments about Defendant's uniform policies and practices.
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1 a. This case involves a corporate Defendant and sufficiently numerous
2 individual Class Members with many relatively small claims but all having similar and common
3 issues of law and fact;

4 b. If each individual member of the Class was required to file an individual
5 lawsuit, Defendant, a corporation, would necessarily gain an unconscionable advantage because
6 Defendant would be able to exploit and overwhelm the limited resources of each individual
7 member of the Class with Defendant's superior financial and legal resources;

8 c. Requiring each individual member of the Class to pursue an individual
9 remedy would also discourage members of the Class from bringing lawful claims because many
10 would be disinclined to pursue an action against Defendant out of an appreciable and justifiable
11 fear of retaliation and permanent damage to their lives, careers, and well-being;

12 d. Proof of common business practices or factual patterns that the members
13 of the Class experienced will establish the right of each member of the Class to recover on the
14 causes of action alleged herein;

15 e. The prosecution of separate actions by the individual members of the
16 Class, even if possible, would create a substantial risk of inconsistent or varying verdicts or
17 adjudications with respect to the individual members of the Class against Defendant; would
18 establish potentially incompatible standards of conduct for Defendant; and/or would result in
19 legal determinations with respect to individual members of the Class that would, as a practical
20 matter, be dispositive of the interest of the other members of the Class who are not parties to the
21 adjudications or that would substantially impair or impede the ability of the members of the
22 Class to protect their interests; and,

23 f. The claims of the individual members of the Class are not sufficiently
24 large to warrant vigorous individual prosecution, considering all of the concomitant costs and
25 expenses attending thereto.

26 g. Furthermore, because the damages suffered by each individual member of
27 the Class may be relatively small, the expenses and burden of individual litigation would make it
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difficult or impossible for individual members of the Class to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action.

h. Finally, the cost to the court system of adjudicating such individualized litigation would be substantial. As explained above, individualized litigation would also present the potential for inconsistent or contradictory judgments.

34. **Existence and Predominance of Common Questions of Fact and Law:** There are common questions of law and fact as to the members of the Class, which predominate over questions affecting only individual members of the Class including, without limitation:

a. Whether Defendant had a policy, procedure, or practice of requiring the Class to work off-the-clock;

b. Whether Defendant had a policy, procedure, or practice of failing to provide minimum wages to the Class for all hours worked;

c. Whether Defendant had a policy, procedure, or practice of failing to provide overtime wages to the Class for all overtime hours worked;

d. Whether Defendant had a policy, procedure, or practice of requiring Class Members to work without proper meal and rest breaks;

e. Whether Defendant violated California Labor Code § 2802 by systematically failing to reimburse the Class for necessary business expenditures incurred as a direct consequence of the performance of their job duties;

f. Whether Defendant failed to keep true and accurate time and pay records for all hours worked by the Class, and other records required by the California Labor Code and applicable IWC Orders;

g. Whether Defendant failed to maintain requisite payroll records for the Class as required by the California Labor Code;

h. Whether Defendant engaged in unlawful, unfair, and/or deceptive business practices in violation of California Business & Professions Code §§ 17200, *et seq.*;

i. Whether Defendant engaged in the relevant policies, procedures, or

practices alleged herein with oppression, fraud, or malice within the meaning of California Civil Code § 3288; and

j. The nature and extent of class-wide injury and the measure of damages for those injuries.

35. **Manageability of Class and Common Modes of Proof:** The nature of this action makes use of the class action format a particularly efficient and appropriate procedure to afford relief to Plaintiff for the wrongs alleged herein. Specifically, Defendant maintains all records necessary to identify each and every member of the Class. To the extent Defendant maintains inadequate records, or has not retained records, Plaintiff proposes surveys, representative testimony of members of the Class, and record sampling done on a statistically significant and randomized basis to prove each claim as hereinafter alleged. Initial investigation shows a clear and common pattern and practice of failing to provide minimum wages for all hours worked, failing to reimburse necessary business expenses, failing to pay all earned wages upon discharge, failing to pay all wages timely, failing to provide accurate wage statements, and engaging in unfair competition, with the intended effect of increasing the profitability of Defendant's business in California. Further, Defendant utilized these uniform practices and procedures to gain an unfair competitive advantage over competitors, by essentially lowering their operating costs in comparison to competitors. Therefore, this action is brought for the benefit of the public, for the benefit of the affected employees, and to promote the public policy of the State of California to protect employee wages and to prevent unfair competition in the amusement and recreation industry.

FIRST CAUSE OF ACTION

Failure to Provide Overtime Wages, Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*; (On Behalf of Plaintiff and the Collective)

36. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

37. At all relevant times, Plaintiff and other similarly situated members of the

1 Collective were engaged in commerce and/or the production of goods for commerce within the
2 meaning of 26 U.S.C. §§ 206(a) and 207(a).

3 38. The overtime wage provisions set forth in §§ 210 et seq. of the FLSA apply to
4 Defendant.

5 39. Defendant was and is an employer of Plaintiff and other similarly situated
6 members of the Collective and is engaged in commerce and/or the production of goods for
7 commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a).

8 40. At all relevant times, Plaintiff and other similarly situated members of the
9 Collective were and are employees within the meaning of 29 U.S.C. §§ 203(e) and 207(a).

10 41. Plaintiff and other similarly situated members of the Collective worked more than
11 forty hours in a workweek, but were not paid at the overtime rate for hours worked in excess of
12 forty.

13 42. Defendant has failed to pay Plaintiff and other similarly situated members of the
14 Collective the overtime wages to which they were entitled under the FLSA.

15 43. Defendant's violations of the FLSA, as described in this Complaint, have been
16 willful and intentional.

17 44. Because Defendant's violations of the FLSA have been willful, a three-year
18 statute of limitations applies, pursuant to 29 U.S.C. § 255, as it may be tolled or extended by
19 agreement, equity, or operation of law.

20 45. As a result of Defendants' willful violations of the FLSA, Plaintiff and other
21 similarly-situated members of the Collective have suffered damages by being denied overtime
22 wages in accordance with 29 U.S.C. §§ 201 et seq., in amounts to be determined at trial or
23 through undisputed record evidence, and are entitled to recovery of such amounts, liquidated
24 damages, prejudgment interest, attorneys' fees, costs, and other compensation pursuant to 29
25 U.S.C. § 216(b).

SECOND CAUSE OF ACTION

**Failure to Provide Minimum Wages, Cal. Labor Code §§ 1194, 1197, 1197.1
(On Behalf of Plaintiff and the Class)**

46. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

47. At all relevant times, California Labor Code §§ 1194, 1197, 1197.1 provide that any employee receiving less than the legal minimum wage applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of the applicable minimum wage, including interest thereon, reasonable attorney's fees, and the cost of suit.

48. During the relevant time period, Defendant failed to pay minimum wages to Plaintiff and Class Members in violation of California Labor Code §§ 1194, 1197, 1197.1. Specifically, Defendant required Plaintiff and Class Members to perform work off the clock and did not compensate them at all for the time they spent performing those and other activities.

49. Pursuant to California Labor Code § 1197.1, Plaintiff and Class Members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

50. Pursuant to California Labor Code § 1194.2, Plaintiff and Class Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

51. Due to Defendant's unlawful conduct, as set forth herein, Plaintiff and the Class sustained damages, including loss of earnings for hours worked. Plaintiff and the Class are entitled to damages, including wages, prejudgment interest, liquidated damages, and costs and attorneys' fees.

THIRD CAUSE OF ACTION

**Failure to Pay Overtime Wages, Cal. Labor Code § 510, 1194, Wage Order 10-2001
(On Behalf of Plaintiff and the Class)**

52. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

53. Plaintiff and the Class worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

54. During the relevant time period, Defendant intentionally and willfully failed to pay Plaintiff and the Class overtime premium pay for hours worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

55. Defendant's failure to pay Plaintiff and the Class the unpaid balance of overtime compensation violates the provisions of the California Labor Code §§ 510 and 1194 and Wage Order 10-2001.

56. Due to Defendant's unlawful conduct, as set forth herein, Plaintiff and the Class sustained damages, including loss of earnings for hours of overtime worked. Plaintiff and the Class are entitled to damages, including overtime wages, prejudgment interest, and costs and attorneys' fees.

FOURTH CAUSE OF ACTION
Failure to Provide Meal Breaks, Cal. Labor Code §§ 218.5, 226.7, 512, 1198, and IWC
Order No. 10-2001
(On Behalf of Plaintiff and the Class)

57. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

58. California Labor Code § 226.7(a) prohibits an employer from requiring an employee to work during any meal period mandated by an applicable IWC Order. IWC Order No. 10-2001 and California Labor Code § 512(a) prohibit employers from employing a worker for more than five (5) hours without a meal period of at least thirty (30) minutes, or for more than ten hours without a second meal period of at least 30 minutes. Under California Labor Code § 226.7(b) and IWC Order No. 10-2001, 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.

59. California Labor Code § 1198 makes unlawful the employment of an employee under conditions prohibited by the IWC.

60. Under California Labor Code § 558, Defendant is also liable for civil penalties for failure to provide adequate meal periods as follows: (1) for any initial violation, fifty dollars (\$50) for Plaintiff or each Class Member for each pay period in which a meal period was not provided, and (2) for each subsequent violation, one hundred dollars (\$100) for Plaintiff or each Class Member for each pay period in which a meal period was not provided. Defendant has a policy and/or practice of failing to relieve Plaintiff and the Class of all duties so that they may take the meal periods to which they are entitled by law.

61. Defendant also has a policy and/or practice of failing to pay meal break penalties to Plaintiff and the Class when they did not receive a meal period within the first five hours of working as required by law.

62. As a direct and proximate result of Defendant's unlawful conduct as alleged herein, Plaintiff and the Class have sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount to be established at trial, and they are entitled to recover economic and statutory damages, as well as interest, costs and reasonable attorneys' fees.

FIFTH CAUSE OF ACTION
Failure to Provide Rest Breaks, Cal. Labor Code §§ 218.5, 226.7, 512, 1198, and IWC
Order No. 10-2001
(On Behalf of Plaintiff and the Class)

63. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

64. The applicable IWC Wage Order imposes an affirmative obligation on employers to permit and authorize employees to take required rest periods at a rate of no less than ten minutes of net rest time for each four-hour work period, or major portion thereof, that must be in the middle of each applicable work period insofar as is practicable.

65. California Labor Code § 226.7 requires employers to pay non-exempt employees an additional hour of premium wages at the employee's regular rate of compensation on each workday that the employee is not provided with a rest period.

1 66. California Labor Code § 1198 makes unlawful the employment of an employee
2 under conditions prohibited by the IWC.

3 67. Under California Labor Code § 558, Defendant is also liable for civil penalties for
4 failure to provide rest periods as follows: (1) for any initial violation, fifty dollars (\$50) for
5 Plaintiff or each Class Member for each pay period in which a rest period was not provided, and
6 (2) for each subsequent violation, one hundred dollars (\$100) for Plaintiff or each Class Member
7 for each pay period in which a rest period was not provided.

8 68. Defendant has a policy and/or practice of failing to provide Plaintiff and the Class
9 with proper rest breaks.

10 69. Defendant also has a policy and/or practice of failing to pay rest break penalties to
11 Plaintiff and the Class when they did not receive proper rest breaks as required by law.

12 70. As a direct and proximate result of Defendant's unlawful conduct as alleged
13 herein, Plaintiff and the Class have sustained economic damages, including but not limited to
14 unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover
15 economic and statutory damages, as well as interest, costs and reasonable attorneys' fees.

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17 **SIXTH CAUSE OF ACTION**
18 **Failure to Reimburse Employees for Business Expenses, Cal. Labor Code § 2802**
 (On Behalf of Plaintiff and the Class)

19 71. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth
20 herein.

21 72. California Labor Code § 2802 provides that employers shall reimburse employees
22 for all necessary expenses incurred in the performance of their job duties.

23 73. Plaintiff and Class Members incurred necessary business-related expenses in the
24 performance of their duties. These expenses include charges associated with cell phone/data
25 usage and home internet usage as a result of being obligated to, among other things, respond to
26 work related e-mails, texts and phone calls, and take zoom conferences, all on their personal
27 devices. However, Defendant's reimbursement policies and/or practices failed to provide
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1 Plaintiff and Class Members with adequate reimbursement for these reasonable and necessary
2 business expenses.

3 74. Defendant's intentional and consistent failure to fully reimburse Plaintiff and
4 Class Members for the above-described expenses violates California Labor Code § 2802.

5 75. As a direct and proximate result of Defendant's unlawful conduct as alleged
6 herein, Plaintiff and Class Members have sustained economic damages in an amount to be
7 established at trial, and are entitled to recover economic and statutory damages, as well as
8 interest, costs and reasonable attorneys' fees.

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10 **SEVENTH CAUSE OF ACTION**
11 **Failure to Timely Pay Wages, Cal. Labor Code §§ 204, 210**
(On Behalf of Plaintiff and the Class)

12 76. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth
13 herein.

14 77. California Labor Code § 204 requires biweekly payment of wages for all
15 employees except salaried executive, administrative and professional employees covered by the
16 FLSA, whom it requires employers to pay at least once per month.

17 78. California Labor Code § 210 makes any person subject to civil penalties for
18 failing to timely pay employees as required by California Labor Code § 204.

19 79. Defendant failed to pay Plaintiff and Class Members all wages due and owing
20 twice during each calendar month on their regular paydays, in that Defendants did not pay
21 Plaintiff and Class Members at all for work performed off the clock.

22 80. As a direct and proximate result of Defendant's unlawful conduct as alleged
23 herein, Plaintiff and members of the Class are entitled to recover \$100 for Defendant's initial
24 violation, and \$200 for each subsequent violation, plus twenty-five percent of the amount of
25 wages unlawfully withheld, as well as interest, costs and reasonable attorneys' fees.

EIGHTH CAUSE OF ACTION

Failure to Pay Earned Wages Upon Discharge, Cal. Labor Code §§ 201-203
(On Behalf of Plaintiff and former employee members of the Class)

81. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

82. California Labor Code §§ 201 and 202 require employers to pay all compensation due and owing to their employees immediately upon discharge or within seventy-two hours of their termination of employment. California Labor Code § 203 provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required by §§ 201 and 202, then the employer is liable for “waiting time” penalties of up to thirty (30) days’ wages.

83. Defendant willfully failed to pay Plaintiff and other Class Members who are no longer employed by Defendant compensation due upon termination as required by California Labor Code §§ 201 and 202. As a result, Defendant is liable to Plaintiff and former employee Class Members for waiting time penalties as provided under California Labor Code § 203, as well as reasonable attorneys’ fees and costs.

84. As a direct and proximate result of Defendant’s unlawful conduct as alleged herein, Plaintiff and former employee members of the Class have sustained economic damages in an amount to be established at trial, and are entitled to recover economic and statutory damages, as well as interest, costs, and reasonable attorneys’ fees.

NINTH CAUSE OF ACTION

Failure to Provide Accurate Wage Statements, Cal. Labor Code § 226(a)
(On Behalf of Plaintiff and the Class)

85. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

86. Defendant knowingly and intentionally failed to provide Plaintiff and Class Members with timely, accurate, itemized wage statements including, *inter alia*, failing to provide wage statements which set forth their total hours actually worked, net wages actually earned, and

overtime rates, in violation of California Labor Code § 226. Such failure caused injury to Plaintiff and Class Members by, among other things, impeding them from knowing the amount of wages they were and are owed.

87. Plaintiff and Class Members are entitled to and seek injunctive relief requiring Defendant to comply with California Labor Code §§ 226(a), and further seek the amount provided under California Labor Code §§ 226(e), including the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, up to \$4,000 per employee.

88. As a direct and proximate result of Defendant's unlawful conduct as alleged herein, Plaintiff and members of the Class have sustained economic damages in an amount to be established at trial, and are entitled to recover economic and statutory damages, as well as interest, costs, and reasonable attorneys' fees.

TENTH CAUSE OF ACTION
Failure to Keep Requisite Payroll Records, Cal. Labor Code § 1174(d)
(On Behalf of Plaintiff and the Class)

89. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

90. Defendants have intentionally and willfully failed to keep accurate and complete payroll records documenting the hours worked daily and the wages paid, to Plaintiff and the Class Members.

91. As a result of Defendant's violation of California Labor Code § 1174(d), Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

92. Specifically, Plaintiff and the Class Members have been injured by Defendant's intentional and willful violation of California Labor Code § 1174(d) because they were denied both their legal right and protected interest in having available accurate and complete payroll records, as required by California Labor Code § 1174(d).

ELEVENTH CAUSE OF ACTION

Unlawful, Unfair, and/or Deceptive Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

(On Behalf of Plaintiff and the Class)

93. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

94. Defendant's failure to provide minimum wages, failure to pay overtime wages, failure to reimburse business expenses, failure to provide meal and rest breaks, and failure to pay earned wages upon discharge are unlawful under California law as described herein. Therefore, these business practices are also unlawful and prohibited by California Business and Professions Code §§ 17200, *et seq.*

95. California Labor Code § 90.5 provides that it is the public policy of California to protect employees from working under unlawful conditions—and to protect employers who comply with the law from those who attempt to gain a competitive advantage at the expense of their workers. The actions of Defendant in committing the wage and hour violations described herein therefore constitute unfair, fraudulent, and/or deceptive business practices, within the meaning of California Business and Professions Code §§ 17200, *et seq.*

96. Plaintiff, individually and on behalf of all others similarly situated, are entitled to an injunction and/or other equitable relief against such unlawful practices in order to prevent future loss, for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits. Plaintiff, and all others similarly situated, are entitled to full restitution and/or disgorgement of all profits earned as a result of Defendant's business acts and practices.

97. The illegal conduct alleged is continuing, and there is no indication that Defendant will discontinue such activity. Plaintiff alleges that if Defendant is not enjoined from the conduct set forth in this Complaint, Defendant will continue to engage in the wage and hour violations described herein.

98. Plaintiff further request that the Court issue a preliminary and permanent injunction prohibiting Defendant from failing to provide minimum wages, failing to reimburse

business expenses, and failing to pay earned wages upon discharge.

99. Defendant committed the unlawful actions herein despicably, maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff and members of the Class, from an improper and evil motive amounting to oppression, fraud, and/or malice, and in conscious disregard of the rights of Plaintiff and members of the Class. Plaintiff and members of the Class are therefore entitled to recover punitive damages from Defendant pursuant to California Civil Code § 3294, in an amount to be proven at trial.

TWELFTH CAUSE OF ACTION

Violation of the Private Attorneys General Act (“PAGA”), Cal. Labor Code §§ 2698 *et seq.* (On Behalf of the State of California, Plaintiff Ayyad, and the PAGA Group)

100. Plaintiff Ayyad re-alleges each paragraph of this Complaint as though fully set forth herein.

101. The Private Attorneys General Act (“PAGA”), Cal. Lab. Code §§ 2698, *et seq.*, authorizes Plaintiff Ayyad to recover civil penalties that otherwise would have been “assessed and collected by the Labor and Workforce Development Agency” for violations of the Labor Code through a “civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.” Cal. Lab. Code § 2699(a).

102. Plaintiff Ayyad is an “aggrieved employee[s]” under PAGA, as he was employed by Defendant during the applicable statutory period and suffered each of the wage and hour violations alleged herein. As such, Plaintiff Ayyad seeks to recover, on behalf of himself and all other current and former aggrieved non-exempt classified Inside Sales Representatives, Account Representatives, Senior Inside Sales Representatives/Account Representatives, Sales Development Representatives, Senior Sales Development Representatives, and/or Account Executives, the civil penalties provided by PAGA, plus reasonable attorneys’ fees and costs.

103. Plaintiff Ayyad seeks to recover the PAGA civil penalties through a representative action as permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, class certification of the PAGA claims is not

1 required, but Plaintiff Ayyad may choose to seek certification of the PAGA claims.

2 104. Plaintiff Ayyad has satisfied the requirements for bringing a civil action under
3 PAGA, as set forth in California Labor Code § 2699.3.

4 105. Plaintiff Ayyad sent a notice to the California Labor and Workforce Development
5 Agency on September 2, 2021, indicating his intent to seek penalties under PAGA due to
6 Defendant's failure to pay employees for hours over 8 in a day or over 40 in a week, to provide
7 them with legally compliant meal breaks, to reimburse them for necessary business expenses, to
8 furnish them with accurate wage statements, and to pay them all earned wages timely and upon
9 discharge. To date, Plaintiff Ayyad has not received any response from the LWDA.

10 106. Under PAGA, Plaintiff Ayyad and the State of California are entitled to recover
11 the maximum civil penalties permitted by law for the violations of the California Labor Code
12 and IWC Order No. 4-2001 alleged herein.

13
14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff, on behalf of himself and all similarly situated persons, prays for
16 relief as follows:

17 A. Designation of this action as a collective action on behalf of the FLSA Collective
18 and prompt issuance of notice pursuant to 29 U.S.C. 216(b).

19 B. Certification of the Class for violations of the California Labor Code and
20 California Unfair Competition Law;

21 C. Designation of Plaintiff as Representative of the Class;

22 D. A declaratory judgment that the practices complained of herein are unlawful;

23 E. An award of damages, including liquidated damages, penalties, and restitution to
24 be paid by Defendant according to proof for Plaintiff and the Class, Collective, and
25 Representative Group;

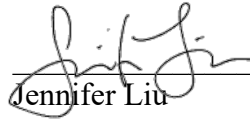
26 F. Pre-judgment and post-judgment interest, as provided by law;

27 G. Attorneys' fees and costs of action incurred herein, including any expert fees; and
28

1 H. Such other injunctive and equitable relief as the Court may deem just and proper.

2
3 Dated: March 14, 2022

Respectfully submitted,

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5 
Jennifer Liu

6 Jennifer Liu (Cal. Bar No. 279370)
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11 Gregg I. Shavitz (*pro hac vice* motion
forthcoming)

12 Paolo Meireles (*pro hac vice* motion
forthcoming)

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17 *Counsel for Plaintiff and the Proposed*
18 *FLSA Collective and Class*
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Dated: March 14, 2022


Jennifer Liu

Gregg I. Shavitz (*pro hac vice* motion
forthcoming)
Paolo Meireles (*pro hac vice* motion
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FLSA Collective and Class*

EXHIBIT A

CONSENT TO JOIN FORM

1. I consent to be a party plaintiff in a lawsuit against Defendant(s), PowerSchool, and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. I hereby designate the Shavitz Law Group, P.A. to represent me in bringing such claim, and to make decisions on my behalf concerning the litigation and settlement. I agree to be bound by any adjudication of this action by the Court, whether it is favorable or unfavorable.

3. I also consent to join any other related action against Defendant(s) or other potentially responsible parties to assert my claim and for this Consent Form to be filed in any such action.

Hamzeh Ayyad

Signature

Hamzeh Ayyad

Print Name