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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

KATIE HARVARD on behalf of herself, and
all others similarly situated, and all aggrieved
employees,

Plaintiff,

v.

BRIGHT HORIZONS CHILDREN'S
CENTERS LLC and DOES 1 through 50,
inclusive,

Defendants.

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

06/07/2022 at 10:43:18 AM

By: Cheryl Clark, Deputy Clerk

Case No: **22CV012344**

CLASS & REPRESENTATIVE ACTION

**CLASS & REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. UNFAIR BUSINESS PRACTICES;**
- 2. VIOLATIONS OF THE LABOR CODE;**
- 3. PENALTIES; and**
- 4. ATTORNEYS' FEES.**

DEMAND FOR JURY TRIAL

Plaintiff KATIE HARVARD, on behalf of herself and all others similarly situated, and all aggrieved employees, complains against Defendants BRIGHT HORIZONS CHILDREN’S CENTER’S LLC and Does 1 through 50 (all referred to collectively as “Defendants” or “BRIGHT HORIZONS”) as follows:

I. JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over Plaintiff’s claims, based on, among other statutes, California Business & Professions Code §§ 17200, *et seq.*, and California Labor Code §§ 201-203, 204, 226(a), 226.3, 510, 1194, 1194.2, 1197, 1197.1, 1198, and 1199. In particular, Plaintiff has complied with all California Labor Code § 2699.3 requirements for commencing a civil action under the California Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* (“PAGA”).

2. This Court has personal jurisdiction over the parties because at all times relevant hereto Plaintiff was a California resident who worked in California for Defendants and Defendants have systematically and continuously conducted business in the State of California.

3. Venue is proper in this Court because California Code of Civil Procedure §§ 395 and 395.5, and case law interpreting those sections, provide that if a foreign business entity fails to designate with the office of the California Secretary of State a principal place of business in California, it is subject to being sued in any county in the state that plaintiff desires. On information and belief, as of the date this Complaint is filed, Defendant BRIGHT HORIZONS CHILDREN’S CENTER LLC is a foreign business entity and has failed to designate a principal place of business in California with the office of the Secretary of State.

II. PARTIES AND BACKGROUND

4. Plaintiff Katie Harvard is an adult who worked for Defendants as a teacher from approximately September 2019 through December 10, 2021 at the Marin Commons school located in San Rafael, California.

5. Defendant BRIGHT HORIZONS CHILDREN’S CENTER LLC is a Delaware limited liability company doing business throughout California and is a “person” as defined by California Labor Code § 18 and California Business and Professions Code § 17201. In addition,

1 it is an “employer” as that term is used in the California Labor Code and in the California
2 Industrial Welfare Commission’s Orders regulating wages, hours, and working conditions.

3 6. Plaintiff is ignorant of the true names and capacities of Defendants sued as Does 1
4 through 50, inclusive, and therefore sue those Defendants by those fictitious names. Plaintiff will
5 amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is
6 informed and believes and on that ground alleges that each of the fictitiously named Defendants is
7 responsible in some manner for the occurrences alleged and that Plaintiff’s damages and other
8 losses as alleged are proximately caused by those occurrences.

9 7. Plaintiff brings this action on behalf of a proposed state-wide class of non-exempt
10 teachers and childcare workers who worked for BRIGHT HORIZONS in California to challenge
11 Defendants’ (a) policy and practice of failing to pay any wages whatsoever, including the
12 minimum wage, to teachers and childcare workers, for all hours worked, including for pre-shift
13 time spent preparing for the day and transitioning children to the classroom, and post-shift time
14 spent meeting with parents and cleaning; (b) policy and practice of violating California Labor
15 Code § 510 and IWC Wage Order 4-2001 by failing to pay overtime wages to employees who
16 worked more than eight hours in a day or 40 hours in a week; (c) policy and practice of violating
17 California Labor Code § 226 by failing to provide teachers and childcare workers complete and
18 accurate itemized wage statements; and (d) and policy and practice of violating California Labor
19 Code §§ 201-203 by failing to pay former teachers and childcare workers all wages due and
20 owing at the time of discharge or voluntary quit.

21 8. Plaintiff brings this action on behalf of herself and a proposed class of all teachers
22 and childcare workers that performed work on behalf of BRIGHT HORIZONS within the State of
23 California at any time during the four-year period preceding the filing of this Complaint up to the
24 present and until compliance with the law. Plaintiff seeks recovery of all allowable compensation
25 and other sums for the violations described above, including unpaid minimum and overtime
26 wages, restitution and restoration of sums owed and property unlawfully withheld, statutory
27 penalties, declaratory and injunctive relief, interest, attorneys’ fees, and costs.
28

III. FACTUAL ALLEGATIONS

9. BRIGHT HORIZONS operates for profit pre-schools throughout California. BRIGHT HORIZONS employs non-exempt teachers and childcare workers at its locations.

10. Defendants have implemented a policy and practice of failing to pay Plaintiff and other putative class members for all hours worked by failing to pay them their entire hourly rate and/or premium wages and, at times, any wages at all, including the minimum wage, for compensable time spent under the direction and control of BRIGHT HORIZONS, including time spent performing both pre- and post-shift activities off-the-clock. BRIGHT HORIZONS requires Plaintiff and other putative class members to show up 15 minutes prior to their shift start time to prepare for the day and assist transitioning children to the classroom. This pre-shift time is unpaid. Additionally, BRIGHT HORIZONS required Plaintiff and other putative class members to perform off-the-clock post-shift activities, including meeting with parents and cleaning. BRIGHT HORIZONS did not pay any wage whatsoever for this compensable post-shift time spent working.

11. Labor Code § 226 provides that every employer is required, “semimonthly or at the time of each payment of wages,” to provide each employee an itemized wage statement, including, *inter alia*, the total hours worked by the employee (except for salaried employees), and “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.” Lab. Code § 226(a). Defendants implemented a policy and practice of failing to provide complete and accurate itemized wage statements to Plaintiff and other putative class members as required by Labor Code § 226 in that the wage statements provided did not, among other things, display the total hours worked during the payroll period and gross wages earned as they are missing the unpaid minimum and overtime wages as described above. Through these violations, Defendants violated Labor Code §§ 226(a) and §§ 226.3.

12. Defendants had a policy and practice of violating California Labor Code §§ 201-203 by failing to pay Plaintiff and putative class members all wages due and owing at the time of discharge or voluntary quit. Plaintiff and putative class members still are owed wages, including

1 without limitation the statutory minimum wage and overtime, for unpaid pre-shift time spent
2 preparing for the day and transitioning children to the classroom, as well as unpaid post-shift time
3 spent meeting with parents and cleaning.

4 13. Defendants had a policy and practice of failing to pay employees in a timely
5 manner as required by Labor Code § 204.

6 **IV. CLASS ACTION ALLEGATIONS**

7 14. Plaintiff brings this action on behalf of herself and as a class action under Code of
8 Civil Procedure § 382 on behalf of a class of similar situated teachers and childcare workers that
9 performed work for Defendants in the State of California. Specifically, Plaintiff seeks to
10 represent the class of similar situated teachers and childcare workers in substantially similar
11 positions that performed work for Defendants in the State of California at any time during the
12 four-year period preceding the filing of this Complaint and up to the present and until compliance
13 with the law. Plaintiff also seeks to represent the following sub-classes of employees who worked
14 for BRIGHT HORIZONS within the State of California:

15 (a) All similar situated teachers and childcare workers that performed work for
16 Defendants in the State of California at any time during the four-year
17 period preceding the filing of this Complaint and up to the present and until
18 compliance with the law, inclusive, who were not paid any wages
19 whatsoever, including minimum wage, for certain hours worked, including
20 compensable pre-shift time spent preparing for the day and transitioning
21 children to the classroom, and compensable post-shift time spent meeting
22 with parents and cleaning;

23 (b) All similar situated teachers and childcare workers that performed work for
24 Defendants in the State of California at any time during the four-year
25 period preceding the filing of this Complaint and up to the present and until
26 compliance with the law, inclusive, who were not paid in accordance with
27 Labor Code § 510 when they worked more than eight hours in a day;

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(c) All similar situated teachers and childcare workers that performed work for Defendants in the State of California at any time during the four-year period preceding the filing of this Complaint and up to the present and until compliance with the law, who did not receive complete and accurate wage statements; and

(d) All similar situated teachers and childcare workers that performed work for Defendants in the State of California at any time during the three-year period preceding the filing of this Complaint and up to the present and until compliance with the law, inclusive, who were not paid all wages due upon discharge or voluntary quit as required by Labor Code §§ 201-203.

15. The class and sub-classes Plaintiff seeks to represent contain numerous members and are clearly ascertainable. Plaintiff reserves the right under Rule 3.765 of the California Rules of Court to amend or modify the class and sub-class descriptions with greater specificity or further division into additional sub-classes or limitation to particular issues.

16. By their unlawful practices and policies, Defendants have violated the rights of employees under the laws and regulations of the State of California. The questions raised are, therefore, of common or general interest to the class members, who have a well-defined community of interest in the questions of law and fact raised in this action.

17. Plaintiff's claims are typical of those of the class, as Plaintiff now suffers and has suffered in the past from the same violations of the law as other members of the proposed class. Plaintiff has retained competent counsel to represent herself and the class, and Plaintiff will fairly and adequately represent the interests of the class.

18. This action may properly be maintained as a class action under Code of Civil Procedure § 382 because there is a well-defined community of interest in the litigation and the proposed class and sub-classes are easily ascertainable.

Numerosity

19. The members of the proposed class are so numerous that joinder of all class members is impracticable. While the precise number of class members has not been determined

at this time, Plaintiff is informed and believes that Defendants have employed as many as 200 or more teachers and childcare workers in the relevant time period.

20. Plaintiff alleges that Defendants' employment records would contain relevant information as to the number of members of the proposed class.

Commonality

21. There are questions of law and fact common to the class that predominate over any questions affecting only individual class members. Those common questions of law and fact include, without limitation, the following:

- (a) Whether Defendants had a policy or practice of failing to pay class members for all straight and overtime hours worked;
- (b) Whether Defendants had a policy and practice of violating Labor Code § 226 by failing to provide required information on wage statements, such as total hours worked and gross wages earned;
- (c) Whether Defendants had a policy and practice of violating Labor Code §§ 201-203 by failing to pay departing class members all wages due at the time of discharge or voluntary quit; and
- (d) Whether Plaintiff and the members of the class are entitled to equitable relief under Business and Professions Code §§ 17200, *et seq.*

Typicality and Adequacy of Representation

22. Plaintiff's claims are typical of the claims of the proposed class. Plaintiff and all members of the proposed class sustained injuries and economic loss arising out of and caused by Defendants' common course of conduct in violation of laws and regulations alleged in this complaint.

23. Plaintiff will fairly and adequately protect the interests of all proposed class members. Plaintiff has no interests that are antagonistic to those of the proposed class and is not subject to any unique defenses. Plaintiff also has retained counsel experienced in class actions and in representing employees and protecting employees' rights.

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Superiority of Class Action

24. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all proposed class members is not practicable, and questions of law and fact common to the class predominate over any questions affecting only individual members of the class. Each member of the class has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

25. Class action treatment will allow those similarly-situated persons to litigate their claims in the manner that is most effective and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

26. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because individual litigation of the claims of all proposed class members is impractical. Even if every proposed class member could afford individual litigation, the court system could not. It would be unduly burdensome to the courts if individual litigation of numerous cases were to be required. Individualized litigation also would present the potential for varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action with respect to some or all of the issues presented herein gives rise to fewer management difficulties, conserves the resources of the court system and the parties and protects the rights of each proposed class member. Further, it prevents the very real harm that would be suffered by numerous putative class members who simply will be unable to enforce individual claims of this size on their own, and by Defendants' competitors, who will be placed at an unfair competitive disadvantage as their punishment for obeying the law. Plaintiff does not anticipate difficulties in the management of this action.

V. REPRESENTATIVE ACTION

27. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor Code §§ 2698, *et seq.*, who are or were employed by Defendants as hourly non-exempt employees whom performed work within the state of California and were not paid any wages

1 whatsoever, including minimum wage, for certain hours worked, including pre-shift time spent
2 preparing for the day and transitioning children to the classroom, and post-shift time spent
3 meeting with parents and cleaning.

4 28. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor
5 Code §§ 2698, *et seq.*, who are or were employed by Defendants as hourly non-exempt on-site
6 employees who performed work for Defendants within the State of California and did not receive
7 the complete and accurate itemized wage statements required by Labor Code § 226(a).

8 29. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor
9 Code §§ 2698, *et seq.*, who are or were employed by Defendants as hourly non-exempt on-site
10 employees who performed work for Defendants within the State of California and were not paid
11 all wages due at the time of discharge or voluntary quit as required by Labor Code §§ 201-203.

12 30. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor
13 Code §§ 2698, *et seq.*, who are or were employed by Defendants as hourly non-exempt on-site
14 employees who performed work for Defendants within the State of California and were not paid
15 all wages in a timely manner as required by Labor Code § 204.

16 31. There is a well-defined community of interest in the quests of law and fact
17 affecting the aggrieved employees whom Plaintiff seeks to represent. The aggrieved employees'
18 claims against Defendants involve questions of common or general interest, including, but not
19 limited to, the following: (1) whether Defendants had a policy and practice of failing to pay
20 aggrieved employees any wages whatsoever, including minimum wages and overtime, for certain
21 hours worked, including pre-shift time spent preparing for the day and transitioning children to
22 the classroom; (2) whether Defendants had a policy and practice of violating Labor Code § 226
23 by failing to provide required information on wage statements, such as gross wages earned, and
24 whether those statements were accurate; (3) whether Defendants had a policy and practice of
25 failing to pay departing aggrieved employees all wages due at the time of discharge or voluntary
26 quit in violation of Labor Code §§ 201-203; and (4) whether Defendants had a policy and practice
27 of failing to pay aggrieved employees in a timely manner as required by Labor Code § 204.

28 32. Plaintiff's claims are typical of the claims of the members of the aggrieved

employees whom Plaintiff seeks to represent and their interests are consistent with, and not antagonistic to, those of the other aggrieved employees. Plaintiff will fairly and adequately represent the interests of the aggrieved employees because Plaintiff is also an aggrieved employee and her claims are typical of those of the aggrieved employees. Plaintiff has retained attorneys who are experienced in the prosecution of class and representative actions, and Plaintiff intends to prosecute this action vigorously.

33. Common questions of law and fact exist as to all aggrieved employees that predominate over any other questions affecting only individual aggrieved employees.

34. Plaintiff requests permission to amend the Complaint to include additional representatives if Plaintiff is deemed not to be an adequate representative of the aggrieved employees.

VI. FIRST CAUSE OF ACTION

(UNFAIR BUSINESS PRACTICES – CAL. BUS. & PROF. CODE §§ 17200, *et seq.*)

35. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

36. California Business and Professions Code §§ 17200, *et seq.*, prohibit unfair competition in the form of any unlawful, unfair, deceptive, or fraudulent business act or practice.

37. Beginning at an exact date unknown to Plaintiff, but at least during the four-year period preceding the filing of this Complaint and up to the present, Defendants committed unlawful acts and practices as defined by California Business and Professions Code §§ 17200, *et seq.* Defendants have had a policy and practice of engaging in unlawful and unfair business practices including, but not limited to, violations of:

- (a) Labor Code § 1194 (failure to pay all wages due, including minimum, overtime, and double-time wages);
- (b) Labor Code §§ 201-203 (failure to pay all wages at time of discharge); and
- (c) Industrial Welfare Commission IWC Wage Order No. 4-2001.

38. The violations of those laws and the acts and practices described in this Complaint constitute unlawful, unfair, deceptive and fraudulent business acts and practices and unfair

1 competition within the meaning of Business and Professions Code §§ 17200, *et seq.*

2 39. As a direct and proximate result of those acts and practices, Defendants have
3 received and continue to hold as ill-gotten gains money and property belonging to Plaintiff and
4 the class, in that Defendants have profited in those amounts from their unlawful practices.

5 40. Business and Professions Code § 17203 provides that the Court may restore to any
6 person in interest any money or property which may have been acquired by means of unfair
7 competition and order restitution by Defendants to Plaintiff for the practices alleged in this
8 complaint. Plaintiff and putative class members are entitled under Business and Professions Code
9 §§ 17203 and 17208 to restitution and restoration of all wages unlawfully withheld at any time
10 during the four-year period preceding the filing of this Complaint and up through the present and
11 until the violations have been corrected, together with all civil penalties owed in connection with
12 those violations. Plaintiff will, upon leave of the Court, amend this Complaint to state those
13 amounts when they are ascertained.

14 41. Plaintiff's success in this action will enforce important rights affecting the public
15 interest and, in that regard, Plaintiff sues on behalf of the proposed class as well as on behalf of
16 herself and the general public. Plaintiff seeks and is entitled to unpaid wages, injunctive relief,
17 and any other remedy owing to Plaintiff and all others similarly situated.

18 42. Injunctive relief is necessary and appropriate to prevent Defendants from repeating
19 or continuing their wrongful business practices alleged above.

20 43. In order to prevent Defendants from profiting and benefiting from their wrongful
21 and illegal policies and practices, an order requiring Defendants to restore to Plaintiff all monies
22 and property unlawfully gained through Defendants' unlawful practices is appropriate and
23 necessary.

24 44. Plaintiff takes upon herself enforcement of these laws and lawful claims. There is
25 a financial burden incurred in pursuing this action and it would be against the interests of justice
26 to penalize Plaintiff by forcing her to pay attorneys' fees from the recovery in this action.
27 Therefore, an award of attorneys' fees is appropriate under California Code of Civil Procedure §
28 1021.5.

Wherefore, Plaintiff prays for relief as set forth below.

VII. SECOND CAUSE OF ACTION

(UNPAID WAGES, OVERTIME PAY, MINIMUM WAGES AND LIQUIDATED

DAMAGES – LABOR CODE §§ 510, 1194 AND 1194.2,

Los Angeles Citywide Minimum Wage Ordinance, Los Angeles County Minimum Wage Ordinance, San Francisco City and County Minimum Wage Ordinance)

45. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

46. Labor Code § 1194 allows an individual a private right of action to pursue unpaid wages, including unpaid minimum wages and overtime. If an employer does not pay an employee at least the minimum wage for all hours worked, Labor Code § 1194.2 allows an employee to recover liquidated damages equal to the amount up unpaid wages.

47. Labor Code § 510 and IWC Wage Order 4-2001, require, among other things:

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

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

48. Defendants had a policy and practice of failing to pay Plaintiff and other putative class members for all hours worked by failing to pay them any wages, including minimum wages and overtime pay, for certain hours worked, including pre-shift time spent preparing for the day and transitioning children to the classroom, and post-shift time spent meeting with parents and cleaning.

49. Plaintiff seeks to recover all unpaid wages and overtime pay due to Plaintiff and other putative class members, as well as minimum wages and liquidated damages, if appropriate, and interest, under Labor Code §§ 218.6, 1194 and 1194.2 (as well as the higher minimum wage

1 rates established by the Los Angeles Citywide Minimum Wage Ordinance, and the Los Angeles
2 County Minimum Wage Ordinance, and the San Francisco City and County Minimum Wage
3 Ordinance, for those teachers and childcare workers who worked in those jurisdictions).

4 50. Plaintiff seeks attorneys' fees and costs under Labor Code § 1194, which provides
5 for a private right of action to recover unpaid minimum wage and overtime compensation and
6 also provides for the recovery of attorneys' fees and costs.

7 Wherefore, Plaintiff prays for relief as set forth below.

8 **VIII. THIRD CAUSE OF ACTION**
9 **(UNPAID WAGES, OVERTIME PAY AND MINIMUM WAGES –**
10 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

11 51. California Labor Code § 2699(f) permits "aggrieved employees" to recover certain
12 penalties on their own behalf and on behalf of other current and former employees.

13 52. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code
14 Private Attorneys General Act of 2004 because she is a person who was employed by the alleged
15 violator and against whom one or more of the alleged violations was committed.

16 53. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil
17 action against Defendants for violations of Labor Code §§ 1194, 1198 and 1199.

18 54. By the actions alleged herein, Defendants failed to pay Plaintiff and other
19 aggrieved employees overtime on all occasions when it was required by law, and failed to pay
20 aggrieved employees any wages, including minimum wages and overtime pay, for certain hours
21 worked, in violation of Labor Code §§ 1194, 1198 and 1199.

22 55. Therefore, Plaintiff and all current and former aggrieved employees demand the
23 penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 1194, 1198 and
24 1199.

25 56. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code §§
26 1194 and 2699(g)(1).

27 Wherefore, Plaintiff prays for relief as set forth below.

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IX. FOURTH CAUSE OF ACTION

(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS)

57. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

58. As alleged above, during all or some portion of the proposed class period, Defendants violated Labor Code § 226 through their practice of failing to provide their employees, including Plaintiff and members of the proposed class, with complete and accurate itemized wage statements. Among other things, the wage statements provided by Defendants violated Labor Code § 226(a) by failing to state the total hours worked and gross wages earned.

59. Under Labor Code § 226(e), Plaintiff and members of the proposed class are entitled to recover the greater of actual damages or \$50 for the initial pay period in which a violation occurred and \$100 for each subsequent pay period in which Defendants failed to comply with the statute, up to a maximum of \$4,000 per employee.

60. Under Labor Code § 226(g), Plaintiff is entitled to injunctive relief and an order of this Court requiring Defendants to comply with all provisions of Labor Code § 226. Plaintiff also is entitled under Labor Code § 226(g) to an award of attorneys' fees and costs incurred in bringing this action.

Wherefore, Plaintiff prays for relief as set forth below.

X. FIFTH CAUSE OF ACTION

(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

61. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

62. California Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

63. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

64. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226(a) and 226.3.

65. By the actions alleged herein, Defendants misclassified Plaintiff and other aggrieved employees as independent contractors and failed to comply with Labor Code §§ 226(a) and 226.3 as it relates to Plaintiff and the other aggrieved employees. Among other things, the wage statements provided by Defendants violated Labor Code § 226(a) by failing to state the total hours worked and gross wages earned.

66. Therefore, Plaintiff, for herself and all current and former aggrieved employees, demands the penalties provided by Labor code § 2699(f) for violations of Labor Code §§ 226(a) and 226.3.

67. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XI. SIXTH CAUSE OF ACTION

(LABOR CODE §§ 201-203)

68. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

69. Labor Code §§ 201 and 202 require an employer to pay its employees all wages due within the time specified by law. Labor Code § 203 provides that if an employer willfully fails to pay those wages within the time specified by Labor Code §§ 201 or 202, the employer must continue to pay the subject employees' wages day-by-day, weekends included, until the back wages are paid in full or an action is commenced, up to a maximum of thirty days of wages.

70. Defendants unfairly and unlawfully have had a policy and practice of violating Labor Code §§ 201 and 202 by failing to pay Plaintiff and the class all wages earned in their employment within the time specified by those sections.

71. Plaintiff and all other putative class members who ceased employment with Defendants are entitled to unpaid compensation but thus far have not received that compensation.

72. More than 30 days have passed since Plaintiff and certain class members left

Defendants' employ.

73. As a consequence of Defendants' willful failure to compensate Plaintiff and putative class members timely for all hours worked, Plaintiff and class members whose employment ended at any time the during the four-year period preceding the filing of this Complaint and up through the present and until compliance with the law are entitled to 30 days' wages under Labor Code § 203, together with interest.

Wherefore, Plaintiff prays for relief as set forth below.

XVI. SEVENTH CAUSE OF ACTION

(LABOR CODE §§ 201-203 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

74. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

75. California Labor Code § 2699(f) permits "aggrieved employees" to recover certain civil penalties on their own behalf and on behalf of other current and former employees.

76. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

77. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 201-203.

78. By the actions alleged herein, Defendants have failed to comply with Labor Code §§ 201-203 as they relate to Plaintiff and the other aggrieved employees.

79. Therefore, Plaintiff, for herself and all current and former aggrieved employees, demands the civil penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 201-203.

80. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

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XVII. SEVENTH CAUSE OF ACTION

(LABOR CODE § 204 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

81. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

82. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

83. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

84. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 204.

85. By their actions as alleged herein, Defendants have failed to comply with Labor Code §§ 201-203 as they relate to Plaintiff and the other aggrieved employees.

86. Therefore, Plaintiff, for herself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 204.

87. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

PRAYER FOR RELIEF

Plaintiff prays for relief as follows:

- i. For an order certifying this action as a class action;
- ii. For disgorgement of profits and restitution and restoration of all costs incurred, sums or property unlawfully withheld and/or losses caused by the policy and practice of failing to pay all minimum wage, overtime and double-time compensation owed to Plaintiff and the class members in violation of Business and Professions Code §§ 17200, *et seq.*;

- iii. For compensatory damages in amounts according to proof at time of trial representing the amount of unpaid minimum wage, overtime and double-time compensation owed to Plaintiff and the class members for the policy and practice of failing to pay all wages due and owing (as well as the higher minimum wage rates established by the Los Angeles Citywide Minimum Wage Ordinance, and the Los Angeles County Minimum Wage Ordinance, and the San Francisco City and County Minimum Wage Ordinance, for those teachers and childcare workers who worked in those jurisdictions), as well as liquidated damages as appropriate, during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- iv. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 510, 1194.2, 1197, 1197.1, 1198 and 1199 (failure to pay minimum wages, overtime and double-time) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- v. For compensatory damages to Plaintiff and class members in an amount according to proof at time of trial for the policy and practice of failing to provide accurate, itemized wage statements during the applicable limitations period preceding the filing of this Complaint and up through the present and until the date of compliance with the law;
- vi. For the statutory amounts provided by Labor Code § 226(e) for Plaintiff and class members during the applicable limitations period preceding the filing of this Complaint and up through and including the present and until the date of compliance with the law;
- vii. For civil penalties as specified by Labor Code § 226.3 for Plaintiff and each current or former aggrieved employee and on behalf of the State of

California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the filing of the Complaint. (Should Labor Code § 226.3 be found not to apply to Defendants' violations of Labor Code § 226(a), Plaintiff alternatively seeks the civil penalties specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the filing of the Complaint.)

- viii. For waiting time penalties as provided by Labor Code § 203 for Plaintiff and class members;
- ix. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 201, 202 and 203 (failure to pay departing employees all wages due and owing) during the applicable limitations period preceding the filing of the Complaint and up through and including the present and until the date of compliance with the law;
- x. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each aggrieved employee for each violation of Labor Code § 204 (failure to pay wages in a timely manner) during the applicable limitations period preceding the filing of the Complaint and up through and including the present and until the date of compliance with the law;
- xi. For reasonable attorneys' fees and costs as allowed by Labor Code §§ 226(e), 226(g), 1194(a), and Code of Civil Procedure § 1021.5;
- xii. For all interest as required by Labor Code § 218.6 and other applicable law;
- xiii. For all costs of this suit as allowed by law, including Labor Code §§ 226(e), 226(g), 1194, and

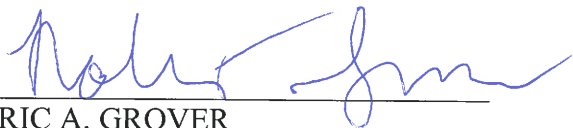
xiv. For such other and further relief as the Court may deem proper.

Dated: June 7, 2022

Respectfully submitted,

KELLER GROVER LLP

By:


ERIC A. GROVER

ROBERT SPENCER

Attorneys for Plaintiff and the Proposed Class

JURY TRIAL DEMAND

Plaintiff demands a trial by jury as to all issues so triable.

Dated: June 7, 2022

KELLER GROVER LLP

By:


ERIC A. GROVER

ROBERT SPENCER

Attorneys for Plaintiff and the Proposed Class