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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

ANABEL GOMEZ, as an individual and on
 behalf of all others similarly situated,

Plaintiff,

vs.

ARROYO DEVELOPMENTAL SERVICES,
 a California corporation; and DOES 1 through
 100, inclusive,

Defendants.

Case No.: 25STCV00600

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT:**

- (1) **FAILURE TO PAY ALL MINIMUM
 WAGES OWED (LABOR CODE §§
 1194, 1194.2, 1197);**
- (2) **FAILURE TO PAY ALL
 OVERTIME WAGES OWED
 (LABOR CODE §§ 204, 510, 558,
 1194, 1198);**
- (3) **FAILURE TO PROVIDE MEAL
 PERIODS (LABOR CODE §§ 226.7,
 512, 558);**
- (4) **FAILURE TO AUTHORIZE AND
 PERMIT REST PERIODS (LABOR
 CODE §§ 226.7, 516);**

FILED
 Superior Court of California
 County of Los Angeles

08/14/2025

David W. Slayton, Executive Officer / Clerk of Court

By: M. Arellanes Deputy

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- (5) **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS (LABOR CODE § 226 *et seq.*);**
 - (6) **WAITING TIME PENALTIES (LABOR CODE §§ 203);**
 - (7) **UNFAIR COMPETITION (BUS & PROF CODE § 17200 *et seq.*); and**
 - (8) **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *et seq.*)**
- DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Anabel Gomez (“Plaintiff”), on behalf of herself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“FAC”) against
3 Arroyo Developmental Services, a California corporation, and DOES 1 to 100, inclusive
4 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 FAC for recovery of unpaid wages and penalties under California Business and Professions Code
8 § 17200 *et seq.*, Labor Code §§ 203, 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1194, 1194.2,
9 1197, 1198, 2698 *et seq.*, and Industrial Welfare Commission Wage Orders 4, 5 and/or 15 (the
10 “Wage Orders”), in addition to seeking declaratory relief and restitution. This FAC is brought
11 pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
12 Defendants’ violations of the California Labor Code because the amount in controversy exceeds
13 this Court's jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
16 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
17 County of Los Angeles. Defendants own, maintain offices, transact business, have agent(s) within
18 the County of Los Angeles, and/or otherwise are found within the County of Los Angeles, and
19 Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was a California resident. During the four years immediately preceding the filing of the
23 lawsuit in this action and within the statute of limitations periods applicable to each cause of
24 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
25 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money
26 and/or property, and has been deprived of the rights guaranteed by Labor Code §§ 203, 204, 226
27 *et seq.*, 226.7, 510, 512, 516, 558, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802; California
28 Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law” or “UCL”); and The

1 Wage Orders, which sets employment standards for Professional, Technical, Clerical, Mechanical
2 and Similar Occupations, Public Housekeeping Industry and Household Occupations, which
3 includes the industry in which Plaintiff worked for Defendants.

4 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
5 years preceding the filing of the lawsuit and continuing to the present, Defendants did (and
6 continue to do) business by providing day support services to people challenged with
7 developmental disabilities. Defendants employed Plaintiff and other, similarly-situated non-
8 exempt employees within Los Angeles County and the state of California and, therefore, were
9 (and are) doing business in Los Angeles County and the State of California.

10 5. Plaintiff does not know the true names or capacities, whether individual, partner,
11 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
12 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
13 amend this FAC when such true names and capacities are discovered. Plaintiff is informed, and
14 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
15 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
16 and proximately caused Plaintiff and the Classes (as defined in Paragraph 19) to be subject to the
17 unlawful employment practices, wrongs, injuries and damages complained of herein.

18 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
19 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

20 7. At all times herein mentioned, each of said Defendants participated in the doing
21 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
22 Defendants, and each of them, were the agents, servants, and employees of each and every one of
23 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
24 were acting within the course and scope of said agency and employment. Defendants, and each
25 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
26 omissions complained of herein.

27 8. At all times mentioned herein, Defendants, and each of them, were members of
28 and engaged in a joint venture, partnership, and common enterprise, and acting within the course

1 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
2 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
3 members of the Classes.

4 **GENERAL FACTUAL ALLEGATIONS**

5 9. Plaintiff, a former non-exempt employee, was employed by Defendants from
6 approximately April 2019 to approximately October 31, 2024. During her employment, Plaintiff
7 held the title of Job Coach, and she was responsible for providing assistance, supervision, and
8 transportation to young adults with special needs. Her duties involved picking up clients, driving
9 them to and from activities, and scheduling activities for them such as taking them to the library
10 and various other activities. Plaintiff would often work with another Job Coach as a team, and
11 they would be responsible for the care of four to six clients at a time.

12 10. Plaintiff was generally scheduled to work Monday through Friday from 8:00 a.m.
13 to 3:00 p.m. Defendants required Plaintiff to clock in and out of a timekeeping system through a
14 phone application to keep track and record her time worked.

15 11. During her employment with Defendants, Defendants engaged in policies and/or
16 practices that required Plaintiff to work off-the-clock, resulting in Plaintiff not being compensated
17 for all hours actually worked. Specifically, Plaintiff was required to be available to Defendants
18 beginning at 7:30 a.m. However, Defendants instructed Plaintiff to clock in no earlier than 8:00
19 a.m. which was her scheduled start time. As such, Plaintiff and other non-exempt employees were
20 not compensated for all hours worked and thus were not paid all minimum and overtime wages.

21 12. During her employment with Defendants, Plaintiff occasionally worked in excess
22 of eight hours per workday and/or forty hours per workweek but did not receive proper overtime
23 compensation equal to one and one-half time her regular rate of pay for all overtime hours worked.
24 Specifically, Defendants paid Plaintiff bonuses and/or other forms of pay not properly excludable
25 as a matter of law when calculating Plaintiff's regular rate of pay (hereinafter referred to as
26 "Bonus Pay"). Despite Defendants' payment of Bonus Pay to Plaintiff, Defendants failed to
27 include the Bonus Pay when calculating her regular rate of pay for purposes of overtime, thereby
28 causing Plaintiff to be underpaid for all her required overtime wages.

1 13. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided
2 all legally required meal periods due to Defendants' meal period policies and practices, which
3 fail to provide 30-minute duty free first meal periods before the end of the fifth hour of work in
4 violation of California law. As a result of the work demands imposed by Defendants and Plaintiff
5 not being relieved of all responsibilities because she had to care for her clients at all times,
6 Defendants often provided meal periods that were either interrupted, late, short, or failed to
7 provide a required meal period altogether. Further, when Plaintiff is provided a meal period, she
8 is not permitted by Defendants to leave the facility and remains under the control of Defendants.

9 14. Although Plaintiff was not provided with all legally-compliant meal periods to
10 which she was entitled, Defendants failed to compensate Plaintiff with the required meal period
11 premium for each workday in which she experienced a meal period violation as mandated by
12 Labor Code § 226.7.

13 15. Plaintiff was also not authorized and permitted to take all legally required and
14 compliant rest periods due to Defendants' rest period policies and practices. Specifically, due to
15 Defendants' practices and the work demands imposed by Defendants including having to care for
16 her clients at all times, Defendants did not authorize and permit one rest period for every four
17 hours worked, or *major fraction thereof*. Indeed, Plaintiff has not been authorized and permitted
18 to take any rest periods during her employment with Defendants.

19 16. On those occasions when Plaintiff was not authorized and permitted to take all
20 legally-compliant rest periods to which she was entitled, Defendants failed to compensate
21 Plaintiff with the required rest period premium for each workday in which she experienced a rest
22 period violation as mandated by Labor Code § 226.7.

23 17. As a result of Defendants' failure to pay all minimum and overtime wages, as well
24 as meal and rest period premium wages, Defendants maintained inaccurate payroll records and
25 issued inaccurate wage statements to Plaintiff.

26 18. As a result of Defendants' failure to pay all minimum and overtime wages, as well
27 as meal and rest period premium wages, Defendants failed to pay all wages owed at the time of
28 her separation. Furthermore, Defendant has to date failed to pay Plaintiff her final wages owed,

including, but not limited to, unpaid minimum and overtime wages and meal and rest period premium wages. As such, Defendants failed to provide pay Plaintiff all wages owed upon her separation of employment with Defendants.

CLASS ACTION ALLEGATIONS

19. **Class Definitions:** Plaintiff brings this action on behalf of herself and the following Classes pursuant to Section 382 of the Code of Civil Procedure:

- a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subjected to Defendants' timekeeping policies/practices, during the four years immediately preceding the filing of the lawsuit through the present.
- b. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who: (a) worked more than 8 hours per day and/or 40 hours per week and received Bonus Pay and/or sick pay during a corresponding time period; and/or (b) were subjected to Defendants' timekeeping policies/practices, during the four years immediately preceding the filing of the lawsuit through the present.
- c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who worked a shift in excess of 5.0 hours and were not provided with an off-duty meal period of at least 30 minutes commencing prior to the end of the fifth hour of work, during the four years immediately preceding the filing of the lawsuit through the present.
- d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked a shift in excess of 3.5 hours, during the four years immediately preceding the filing of the lawsuit through the present.
- e. The Wage Statement Class consists of all members of the: (i) Minimum Wage Class; (ii) Overtime Class; (iii) Meal Period Class; and/or (iv) Rest Period Class who received wage statements, during the one year immediately preceding the filing of the lawsuit through the present.

1 f. The Waiting Time Penalty Class consists of all members of the: (i) Minimum
2 Wage Class; (ii) Overtime Class; (iii) Meal Period Class; and/or (iv) Rest Period
3 Class, who separated their employment with Defendants during the three years
4 immediately preceding the filing of the lawsuit through the present

5 g. The UCL Class consists of members of the: (i) Minimum Wage Class; (ii)
6 Overtime Class; (iii) Meal Period Class; (iv) Rest Period Class; (v) Waiting Time
7 Penalty Class; and/or (vi) Wage Statement Class, during the four years
8 immediately preceding the filing of the lawsuit through the present.

9 20. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court,
10 to amend or modify the description of the various classes with greater specificity or further
11 division into subclasses or limitation to particular issues.

12 21. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
13 joinder of all members would be unfeasible and not practicable. The membership of the Classes
14 is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes
15 number greater than fifty (50) individuals. The identity of such membership is readily
16 ascertainable via inspection of Defendants' employment records.

17 22. **Common Questions of Law and Fact Predominate/Well Defined Community**
18 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
19 situated employees, which predominate over questions affecting only individual members. Those
20 common questions include, without limitation:

- 21 i. Whether Defendants failed to pay all minimum wages to members of the
22 Minimum Wage Class;
- 23 ii. Whether Defendants failed to pay overtime wages by requiring overtime work and
24 not paying members of the Overtime Class for said work in accordance with the
25 overtime laws of the State of California, including Labor Code §§ 510 and 1194;
- 26 iii. Whether Defendants provided all legally compliant meal periods to members of
27 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

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- iv. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- v. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- vi. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to members of the Waiting Time Penalty Class at the time of their separation of employment were lawful; and
- vii. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive business practices by and through the wage and hour policies and practices described above, and whether as a result Defendants owe the classes restitution.

23. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform minimum wage, overtime wage payment, and meal and rest period policies and practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

24. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the lawsuit. As alleged herein, Plaintiff, like the members of the Classes, was not provided all legally required minimum wages, and overtime wages, was not provided all required meal periods, was not authorized and permitted to take all required rest periods, was not paid all wages owed upon separation, and was not provided with accurate, itemized wage statements.

25. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-

and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

26. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 19 are maintainable as a Class under § 382 of the Code of Civil Procedure.

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY ALL MINIMUM WAGES OWED**

3 **(AGAINST ALL DEFENDANTS)**

4 27. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 28. This cause of action is brought pursuant to Labor Code §§ 1182.12, 1194 and 1197,
6 which provide that all non-exempt employees are entitled to all minimum wages for all hours
7 worked, and provide a private right of action for the failure to pay all minimum wage
8 compensation for all work performed.

9 29. At all times relevant herein, Defendants were required to properly compensate
10 Plaintiff and the members of the Minimum Wage Class for all hours worked pursuant to California
11 Labor Code §§ 1182.12, 1194, and 1197, and The Wage Orders. The Wage Orders, Section 4
12 requires an employer to pay to every employee on the established payday for the period involved
13 not less than the applicable minimum wage for all hours worked in the payroll period. Labor
14 Code § 1198 makes unlawful the employment of an employee under conditions that the IWC
15 prohibits. Labor Code §§ 1194(a) and 1194.2(a) further provide that an employee who has not
16 been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid
17 balance, together with attorneys' fees and costs of suit, as well as liquidated damages in an amount
18 equal to the unpaid wages and interest accrued thereon. At all times relevant herein, Defendants
19 caused Plaintiff and the members of the Minimum Wage Class to work hours in a workweek
20 including, but not limited to, all hours they were subject to the control of Defendants and/or
21 suffered or permitted to work under the California Labor Code and The Wage Orders, but did not
22 properly compensate Plaintiff and the members of the Minimum Wage Class at least the statutory
23 minimum wage for all such hours worked.

24 30. As a direct and proximate result of Defendants' unlawful conduct as alleged
25 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but
26 not limited to, unpaid wages and lost interest in an amount to be established at trial, and are
27 entitled to recover economic and statutory damages and penalties and other appropriate relief as
28 a result of Defendants' violations of the California Labor Code and The Wage Orders.

31. The foregoing practices and policies are unlawful and create entitlement to recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages owing, including interest thereon, as well as statutory penalties, civil penalties liquidated damages, and attorneys' fees and costs of suit, pursuant to Labor Code §§ 204, 558, 1194, 1197, and 1198, The Wage Orders, and California Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

33. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198, which provide that all non-exempt employees are entitled to overtime wages for all overtime hours worked, and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

34. At all times relevant herein, Defendants were required to properly compensate Plaintiff and the members of the Overtime Class for all overtime hours worked pursuant to California Labor Code §§ 510 and 1194, and The Wage Orders. Labor Code § 510 and The Wage Orders, Section 3 require an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay" for work in excess of 8 hours per workday and/or in excess of 40 hours per workweek. Labor Code § 510 and The Wage Orders, Section 3 also require an employer to pay an employee double the employee's regular rate for work in excess of 12 hours each workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiff and the members of the Overtime Class to work in excess of 8 hours in a workday and/or 40 hours in a workweek but did not properly compensate Plaintiff and the members of the Overtime Class at one and one-half their regular rate of pay for all such hours. Defendants also caused Plaintiff and the members of the Overtime Class to work in excess of 12 hours in a workday but did not properly compensate Plaintiff and the members of the Overtime Class at double their regular rate of pay for such hours.

35. The foregoing practices and policies are unlawful and create entitlement to recovery by Plaintiff and the members of the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, as well as statutory penalties, civil penalties, attorneys' fees and costs of suit pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198, The Wage Orders, and California Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE ALL MEAL PERIODS

(AGAINST ALL DEFENDANTS)

36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

37. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and The Wage Orders, § 11, for the reasons set forth in the factual allegations and class definitions sections of this FAC. Despite Defendants' violations, Defendants did not pay an additional hour of premium pay to Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in accordance with California Labor Code §§ 226.7 and 512.

38. As a result, Defendants are responsible for paying premium compensation for meal period violations, including interest thereon, as well as statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, The Wage Orders, and California Code of Civil Procedure § 1021.5.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT ALL REST PERIODS

(AGAINST ALL DEFENDANTS)

39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

40. The Wage Orders, § 12, and California Labor Code §§ 226.7, 516, and 558 establish the right of employees to be authorized and permitted to take a paid rest periods of at least ten (10) minutes net rest time for each four (4) hour period worked, or *major fraction thereof*.

41. As alleged herein, and due to their unlawful rest period policies and/or practices, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all paid rest periods to which they were legally entitled. Despite Defendants' violations, Defendants failed to pay an additional hour of pay to Plaintiff and members of the Rest Period Class at their respective regular rates of pay for each violation, as required by Labor Code § 226.7.

42. The foregoing policies and practices are unlawful and create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, as well as statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, and 558, The Wage Orders, and California Code of Civil Procedure § 1021.5.

FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(AGAINST ALL DEFENDANTS)

43. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

44. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and members of the Wage Statement Class with accurate and complete itemized wage statements that included, among other requirements, all overtime and minimum wages earned, and all meal and rest period premium wages earned in violation of Labor Code § 226.

45. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all their minimum and overtime wages and meal and rest period premiums, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

46. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to Labor Code § 226.

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legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

53. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

54. The acts complained of herein occurred within the last four years immediately preceding the filing of the FAC in this action.

55. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

EIGHTH CAUSE OF ACTION

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(AGAINST ALL DEFENDANTS)

56. Plaintiff re-alleges and incorporates by reference all previous paragraphs

57. Defendants have committed several Labor Code violations against Plaintiff and other Aggrieved Employees. Plaintiff, an "Aggrieved Employee" within the meaning of Labor Code § 2698 et seq., acting on behalf of herself and other Aggrieved Employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to: (1) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period;

- a. Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiff and other aggrieved employees the statutory minimum wage for all hours worked;

- b. Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Plaintiff and other aggrieved employees all overtime compensation earned;
- c. Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees;
- d. Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees;
- e. Defendant violated Labor Code § 226 by failing to furnish Plaintiff and other aggrieved employees with accurate and compliant itemized wage statements;
- f. Defendant violated Labor Code § 203 by failing to pay Plaintiff and other aggrieved employees all earned wages at the time of separation of employment; and
- g. Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees.

58. On January 10, 2025, Plaintiff notified Defendants via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 57 (a)-(g). Attached hereto as **Exhibit 1** is a true and correct copy of the January 10, 2025, correspondence. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Labor Code Private Attorneys General Act with respect to these violations.

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59. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to recover under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 558, 1194, 1197, 1197.1 and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §§ 226, *et seq.*;
9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to Labor § 203;
10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

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11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (4) no less than \$5,000.00 and up to \$25,000.00 for each violation pursuant to Labor Code § 226.8(b) and (c); and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations cited in Paragraph 57 (a)-(g) above.

12. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

13. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

14. For such other and further relief the Court may deem just and proper.

Dated: August 14, 2025

By: Tiara Gose-Hardy
Scott M. Lidman
Milan Moore
Tiara Gose-Hardy
Attorneys for Plaintiff
ANABEL GOMEZ

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Dated: August 14, 2025

By: Tiara Gose-Hardy
Scott M. Lidman
Milan Moore
Tiara Gose-Hardy

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FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

January 10, 2025

VIA LWDA WEBSITE

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Arroyo Developmental Services, a California corporation

c/o Robert C. Wark, Agent for Service of Process

1839 Potrero Grande Drive

Monterey Park, CA 91755

Re: *Anabel Gomez v. Arroyo Developmental Services, a California corporation*

To Whom It May Concern:

Please be advised that this law firm represents Anabel Gomez in claims arising from her employment with Arroyo Developmental Services, a California corporation (“Defendant”). Ms. Gomez is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly, non-exempt employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement, and/or other date approved by the Court.

Ms. Gomez, a former non-exempt employee, was employed by Defendant from approximately April 2019 to approximately October 31, 2024. During her employment, Ms. Gomez held the title of Job Coach, and she was responsible for providing assistance, supervision, and transportation to young adults with special needs. Her duties involved picking up clients, driving them to and from activities, and scheduling activities for them such as taking them to the library and various other activities. Ms. Gomez would often work with another Job Coach as a team, and they would be responsible for the care of four to six clients at a time.

Ms. Gomez was generally scheduled to work Monday through Friday from 8:00 a.m. to 3:00 p.m. Defendant required Ms. Gomez to clock in and out of a timekeeping system through a phone application to keep track and record her time worked.

During her employment with Defendant, Defendant engaged in policies and/or practices that required Ms. Gomez and other hourly, non-exempt employees to work off-the-clock, resulting in Ms. Gomez and other hourly, non-exempt employees not being compensated for all hours actually worked. Specifically, Ms. Gomez and other hourly, non-exempt employees were required to be available to Defendant beginning at 7:30 a.m. However, Defendant instructed Ms. Gomez and other hourly, non-exempt employees to clock in no earlier than 8:00 a.m., which was their scheduled start time. As such, Ms. Gomez and other non-exempt employees were not compensated for all hours worked and thus were not paid all minimum and overtime wages.

During her employment with Defendant, Ms. Gomez and other hourly, non-exempt employees occasionally worked in excess of eight hours per workday and/or forty hours per workweek but did not receive proper overtime compensation equal to one and one-half time their regular rate of pay for all overtime hours worked. Specifically, Defendant paid Ms. Gomez and other hourly, non-exempt employees bonuses and/or other forms of pay not properly excludable as a matter of law when calculating their regular rate of pay (hereinafter referred to as "Bonus Pay"). Despite Defendant's payment of Bonus Pay to Ms. Gomez and other hourly, non-exempt employees, Defendant failed to include the Bonus Pay when calculating their regular rate of pay for purposes of overtime, thereby causing Ms. Gomez and other hourly, non-exempt employees to be underpaid for all their required overtime wages.

Throughout Ms. Gomez's employment with Defendant, Ms. Gomez and other hourly, non-exempt employees were not provided all legally required meal periods due to Defendant's meal period policies and practices, which fail to provide 30-minute duty free first meal periods before the end of the fifth hour of work in violation of California law. As a result of the work demands imposed by Defendant and Ms. Gomez and other hourly, non-exempt employees not being relieved of all responsibilities because they had to care for their clients at all times, Defendant often provided meal periods that were either interrupted, late, short, or failed to provide a required meal period altogether. Further, when Ms. Gomez and other hourly, non-exempt employees were provided a meal period, they were not permitted by Defendant to leave the facility and remain under the control of Defendant.

Although Ms. Gomez and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Ms. Gomez and other hourly, non-exempt employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Ms. Gomez and other hourly, non-exempt employees were also not authorized and permitted to take all legally required and compliant rest periods due to Defendant's rest

period policies and practices. Specifically, due to Defendant's practices and the work demands imposed by Defendant including having to care for their clients at all times, Defendant did not authorize and permit one rest period for every four hours worked, or major fraction thereof. Indeed, Ms. Gomez and other hourly, non-exempt employees were not authorized and permitted to take any rest periods during their employment with Defendant.

On those occasions when Ms. Gomez and other hourly, non-exempt employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendant failed to compensate Ms. Gomez and other hourly, non-exempt employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

As a result of Defendant's failure to pay all minimum wages, overtime wages, as well as meal period premium wages and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Gomez and other hourly, non-exempt employees.

As a further result of Defendant's failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, Defendant failed to pay all wages owed at the time of non-exempt employees' separation of employment.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order Nos. 4, 5, and/or 15 (the "Wage Orders"):

Minimum Wage Violations

Defendant was required to pay Ms. Gomez and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197; the Wage Orders § 4. Ms. Gomez and other aggrieved employees were not paid for all hours worked due to Defendant's policies and practices.

Overtime Violations

Defendant was required to pay Ms. Gomez and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Orders § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated equal to one and one-half times their regular rate of pay for all overtime hours worked." As explained

above, Defendant did not include Ms. Gomez's and other hourly, non-exempt employees' Bonus Pay when calculating their regular rate of pay for the purposes of overtime.

Meal Period Violations

As alleged above, Defendant failed to provide Ms. Gomez and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; the Wage Orders § 10. Specifically, due to the work demands imposed by Defendant, Ms. Gomez and other Aggrieved Employees were often unable to take a duty-free 30-minute meal period before the end of the fifth hour of work. As a result, their meal periods were often interrupted, late, short, or otherwise unlawful. As a result, Ms. Gomez and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although Ms. Gomez and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Ms. Gomez and other Aggrieved Employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit Ms. Gomez and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; the Wage Orders § 11. As alleged above, Defendant's rest period policies/practices fail to authorize and permit all rest periods for every four hours worked, or *major fraction thereof*. Specifically, as a result of the work demands imposed by Defendant, Defendant did not authorize and permit rest periods. As a result, Ms. Gomez and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Ms. Gomez and other Aggrieved Employees all of their final wages at the time of separation, which included, among other things, unpaid minimum and overtime wages, and meal and rest period premium wages. Pursuant to Labor Code § 203, Defendant's failure to pay all final

wages due to Ms. Gomez and other Aggrieved Employees was willful and, consequently, entitles Ms. Gomez and other similarly Aggrieved Employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendant failed to pay their final wages after their separation, up to a maximum of thirty days.

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Ms. Gomez and other Aggrieved Employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, meal and rest period premiums, in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish Ms. Gomez and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, and meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

As an "aggrieved employee," Ms. Gomez will initiate a civil action on behalf of herself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Gomez's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Ms. Gomez and other aggrieved employees the statutory minimum wage for all hours worked;
- b) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Gomez and other aggrieved employees all overtime compensation earned;
- c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Ms. Gomez and other aggrieved employees;
- d) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Ms. Gomez and other aggrieved employees;
- e) Defendant violated Labor Code § 226 by failing to furnish Ms. Gomez and other aggrieved employees with accurate and compliant itemized wage statements;
- f) Defendant violated Labor Code § 203 by failing to pay Ms. Gomez and other aggrieved employees all earned wages at the time of separation of employment; and

- g) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Gomez and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,

LIDMAN LAW, APC



Scott M. Lidman

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, California 90245.

On August 14, 2025, I served the foregoing document(s) described as: **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested party(ies) in this action as follows:

MUSICK, PEELER & GARRETT LLP

Philip Ewen (SBN 128183)

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Michael R. Mauge (SBN 276527)

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333 South Hope Street, Suite 3900

Los Angeles, California 90071

Telephone (213) 629-7600

Facsimile (213) 624-1376

Attorneys for Defendant,

ARROYO DEVELOPMENTAL SERVICES

[X] (BY ELECTRONIC SERVICE) I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the above-listed electronic service addresses by transmission to Case Anywhere.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 14, 2025, at El Segundo, California.



Marilyn Ajanel