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8 As an individual and on behalf of all other
9 similarly situated Class Members and Aggrieved Employees

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

12 DYLAN DICKERSON, as an individual
and on behalf of all other similarly situated
13 Class Members,

14 Plaintiff,

15 v.

17 CHILDCARE CAREERS, LLC, a
California Limited Liability Company; and
18 DOES 1-100, inclusive,

19 Defendants.
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ELECTRONICALLY FILED
Superior Court of California
County of Sacramento

06/24/2025

By: A. Gray Deputy

Case No.: 25CV006893

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

1. **Recovery of Unpaid Minimum Wages
and Liquidated Damages**
2. **Recovery of Unpaid Overtime Wages**
3. **Failure to Provide Meal Periods or
Compensation in Lieu Thereof**
4. **Failure to Provide Rest Periods or
Compensation in Lieu Thereof**
5. **Failure to Furnish Accurate Itemized
Wage Statements**
6. **Failure to Timely Pay All Wages Due
Upon Separation of Employment**
7. **Failure to Reimburse Business Expenses**
8. **Unfair Competition; and**
9. **Violation of the Private Attorneys
General Act of 2004**

DEMAND FOR JURY TRIAL

1 Plaintiff, DYLAN DICKERSON (“PLAINTIFF”), as an individual and on behalf of all other
2 similarly situated Class Members (as defined below) and Aggrieved Employees (as defined below),
3 hereby files this First Amended Complaint against Defendants CHILDCARE CAREERS, LLC, a
4 California Limited Liability Company; and DOES 1-100, inclusive, (collectively referred to herein
5 as “DEFENDANTS”). PLAINTIFF is informed and believes and thereon alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. This court possesses original subject matter jurisdiction over this matter. Venue is
8 proper in the County of Sacramento pursuant to California Code of Civil Procedure section 395.5
9 because DEFENDANTS transact business within this judicial district, DEFENDANTS assigned
10 PLAINTIFF to work in this judicial district, and conduct alleged by PLAINTIFF herein occurred in
11 this judicial district. Venue is also proper pursuant to section 393 of the California Code of Civil
12 Procedure because the cause, or some part of the cause, arose in the County of Sacramento.

13 **THE PARTIES**

14 2. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of
15 California and a citizen of the State of California. PLAINTIFF was employed by DEFENDANTS
16 in the State of California as a non-exempt employee during the Class Period (defined below).

17 3. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job
18 title(s) of teacher and/or a similar title(s) and/or job position(s) on various diverse dates beginning
19 in or around 2022 and continuing through in or around the present.

20 4. DEFENDANTS assigned PLAINTIFF to work at California schools, facilities and/or
21 other locations including but not limited to, those operating under the following names and located
22 in the following California cities: “Yav Pem Suab Academy” in Sacramento, California; “Fortune
23 School of Education” in Sacramento, California; “Tecoy Porter College Prep” in Sacramento,
24 California; “Riverbank Elementary School” in West Sacramento, California; “Greengate School” in
25 Woodland, California; and “Pacific Charter Institute - New Pacific School – Rancho Cordova” in
26 Rancho Cordova, California.

27 5. Defendant, CHILDCARE CAREERS, LLC, is a California Limited Liability
28 Company that, at all relevant times, was authorized to do business within the State of California and

1 is doing business in the State of California.

2 6. DEFENDANTS own, operate, manage and/or staff its employees to work at the
3 schools, facilities and/or other location(s) in California, including but not limited to, in Woodland,
4 Rancho Cordova, Sacramento, among other cities throughout the State of California.
5 DEFENDANTS operate as an educational staffing firm that provides staffing services to including
6 but not limited to, charter schools, public schools, after-school programs, independent schools, and
7 are the largest preschool and daycare staffing firm in the United States. DEFENDANTS operate
8 business under including but not limited to the following name(s): “The Education Team,” “TET,”
9 and/or “ChildCare Careers.” DEFENDANTS through its business operations serve the including
10 but not limited to, education industry.¹

11 7. The true names and capacities of the DOE Defendants sued herein as DOES 1
12 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such
13 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally
14 responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this
15 Complaint to reflect the true names and capacities of the Doe Defendants when such identities
16 become known.

17 8. PLAINTIFF is further informed and believes that, at all relevant times, each
18 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
19 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
20 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
21 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
22 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
23 complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant
24 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
25 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
26 controlled, aided and abetted the conduct of all other Defendants.

27
28 ¹ See <https://www.educationteam.com/>. Last visited on March 19, 2025.

1 **JOINT LIABILITY**

2 9. Under California law, the definition of the terms “to employ” are broadly construed
3 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
4 exercise control over the wages, hours or working conditions; (2) to suffer of permit to work; or (3)
5 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49
6 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
7 was to reach situations in which multiple entities control different aspects of the employment
8 relationship. Supervision of the work, in the specific sense of exercising control over how services
9 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
10 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a
11 temporary employment agency) hires and pays a worker, and the other entity supervises the work.
12 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in
13 California, applying a less stringent standard to what constitutes sufficient control by a business
14 over its vendor’s employees’ wages and working conditions to render that business liable as a joint
15 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
16 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
17 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
18 employment,” *Id.* at 875 [emphasis added].

19 10. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and the Class
20 Members (defined below) and Aggrieved Employees (defined below) were jointly employed by
21 DEFENDANTS for purposes of the Wage Orders, under the alternative definitions of “to employ”
22 adopted by the California Supreme Court in *Martinez*, supra. As discussed below, these
23 DEFENDANTS (1) exercised control over wages, hours and working conditions of PLAINTIFF
24 and the Class Members and Aggrieved Employees; (2) suffered or permitted PLAINTIFF and Class
25 Members and Aggrieved Employees to work for them; and (3) engaged PLAINTIFF and Class
26 Members and Aggrieved Employees to work for them.

27 11. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
28 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized

1 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices
2 across all of their locations/facilities and subjected all of the Class Members and Aggrieved
3 Employees to these same policies and practices regardless of the location(s) where they worked.
4 Among other things, PLAINTIFF is informed and believes that: (1) there is common ownership in,
5 and financial control, in DEFENDANTS' companies, (2) DEFENDANTS utilize common
6 management, who have control over the day-to-day operations and employment matters, including
7 the power to hire and fire, set schedules, issue employee policies, and determine rates of
8 compensation across its locations in California; (3) DEFENDANTS utilize the same policies and
9 procedures for all California employees, including issuing the same employee handbooks and other
10 form agreements; (4) DEFENDANTS use at least some of the same Human Resources personnel
11 and attorneys to oversee employment matters; and, (6) DEFENDANTS share employees.

12 12. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
13 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and the Class Members
14 and Aggrieved Employees upon whose behalf PLAINTIFF brings these allegations and causes of
15 action, in that DEFENDANTS, exercised sufficient control over PLAINTIFF and the Class
16 Members and Aggrieved Employees' wages, hours and working conditions, and/or suffered or
17 permitted PLAINTIFF and the Class Members and Aggrieved Employees to work so as to be
18 considered the joint employers of PLAINTIFF and the Class Members and Aggrieved Employees.

19 13. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a
20 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
21 time-keeping practices, meal and rest periods, reimbursement of business expenses and other
22 working conditions that were distributed to, and/or applied to PLAINTIFF and the Class Members
23 and Aggrieved Employees, and further that DEFENDANTS uniformly compensated and controlled
24 the wages of PLAINTIFF and the Class Members and Aggrieved Employees in a uniform manner.
25 DEFENDANTS collectively represented to PLAINTIFF and the Class Members and Aggrieved
26 Employees that each was an "at-will" employee of DEFENDANTS, and that DEFENDANTS
27 collectively retained the right to terminate PLAINTIFF's and Class Members and Aggrieved
28 Employees' employment with or without cause. Upon information and belief, DEFENDANTS

1 further collectively represented to PLAINTIFF and Class Members and Aggrieved Employees in
2 writing the details of their compensation, and the manner in which they were to take meal and rest
3 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked
4 and the policies applicable to PLAINTIFF and Class Members and Aggrieved Employees by which
5 DEFENDANTS collectively would evaluate the wage rates of PLAINTIFF and Class Members and
6 Aggrieved Employees.

7 14. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
8 and working conditions of PLAINTIFF and Class Members and Aggrieved Employees. As such,
9 DEFENDANTS collectively held the right to control virtually every aspect of PLAINTIFF's and
10 the Class Members and Aggrieved Employees' employment, including the instrumentality that
11 resulted in the illegal conduct for which PLAINTIFF seeks relief in this Complaint.

12 15. PLAINTIFF is informed and believes that DEFENDANTS exercised the same
13 control over, applied the same policies and practices, and engaged in the same acts and omissions
14 with regard to the other Class Members and Aggrieved Employees.

15 **CLASS ALLEGATIONS**

16 16. PLAINTIFF brings this action on behalf of PLAINTIFF, and all others similarly
17 situated as a class action pursuant to Code of Civil Procedure section 382. The class PLAINTIFF
18 seeks to represent are defined as follows and referred to as the "Class" or "Class Members":

19 All current and former non-exempt employees that worked either
20 directly or via a staffing agency for any one or more of the
21 DEFENDANTS at any location in California at any time within the
22 four years prior to the filing of the initial Complaint ("Class Period").

23 a. Numerosity. While the exact number of Class Members is unknown to
24 PLAINTIFF at this time, the Class is so numerous that the individual joinder of
25 all members is impractical under the circumstances of this case. PLAINTIFF is
26 informed and believes the Class consists of at least 100 individuals.

27 b. Common Questions of Law and Fact. This lawsuit is suitable for class treatment
28 because common questions of law and fact predominate over individual issues.

Common questions include, but are not limited to, the following: (1) whether DEFENDANTS understated hours worked and failed to pay all amounts due to PLAINTIFF and the Class Members for wages earned, including minimum and overtime wages, under California law; (2) whether DEFENDANTS provided PLAINTIFF and the Class Members with all meal periods or premium payments in lieu thereof in compliance with California law; (3) whether DEFENDANTS provided PLAINTIFF and the Class Members with all rest periods or premium payments in lieu thereof, in compliance with California law; (4) whether DEFENDANTS provided PLAINTIFF and Class Members with accurate, itemized wage statements in compliance with California law, displaying, including but not limited to, the total hours worked during the pay period; (5) whether DEFENDANTS timely paid PLAINTIFF and the Class Members all wages due upon separation of employment; (6) whether DEFENDANTS failed to reimburse PLAINTIFF and the Class Members for all business expenses; and (7) whether DEFENDANTS violated California Business and Professions Code sections 17200, *et seq.*

- c. Ascertainable Class. The proposed Class is ascertainable as members can be identified and located using information in DEFENDANTS' business, payroll and personnel records.
- d. Typicality. PLAINTIFF's claims are typical of the claims of the Class Members. PLAINTIFF suffered a similar injury as members of the Class as a result of DEFENDANTS' common practices regarding, *inter-alia*, failure to calculate and pay all owed minimum and overtime wages, failure to provide proper meal periods and rest periods or premium compensation in lieu thereof, failure to provide accurate wage statements, failure to reimburse business expenses, and failure to timely pay all wages due upon separation of employment.
- e. Adequacy. PLAINTIFF will fairly and adequately protect the interests of the Class Members. PLAINTIFF has no interests adverse to the interests of the other

1 Class Members. Counsel who represent PLAINTIFF are competent and
2 experienced in litigating similar class action cases and are California lawyers in
3 good standing. Counsel for PLAINTIFF have the experience and resources to
4 vigorously prosecute this case.

- 5 f. Superiority. A class action is superior to other available means for the fair and
6 efficient adjudication of this controversy since individual joinder of all members
7 of the class is impractical. Class action treatment will permit a large number of
8 similarly situated persons to prosecute their common claims in a single forum
9 simultaneously, efficiently, and without the unnecessary duplication of effort
10 and expense that numerous individual actions would engender. Furthermore, as
11 the damages suffered by each individual member of the Class may be relatively
12 small, the expenses and burden of individual litigation would make it difficult
13 or impossible for individual members of the Class to redress the wrongs done to
14 them, while an important public interest will be served by addressing the matter
15 as a class action. The cost to the court system of adjudication of such
16 individualized litigation would be substantial. Individualized litigation would
17 also present the potential for inconsistent or contradictory judgments. Finally,
18 the alternative of filing a claim with the California Labor Commissioner is not
19 superior, given the lack of discovery in such proceedings, the fact that there are
20 fewer available remedies, and the losing party has the right to a trial de novo in
21 the Superior Court.

22 **FACTUAL AND LEGAL ALLEGATIONS**

23 17. During the relevant period, PLAINTIFF, and each of the Class Members and
24 Aggrieved Employees, worked for DEFENDANTS in the State of California. At all times referenced
25 herein, DEFENDANTS exercised control over PLAINTIFF and Class Members and Aggrieved
26 Employees and suffered and/or permitted them to work.

27 18. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job
28 title(s) of teacher and/or a similar title(s) and/or job position(s) on various diverse dates beginning

1 in or around 2022 and continuing through in or around the present.

2 19. PLAINTIFF regularly worked shifts lasting at least approximately six (6) to nine (9)
3 hours long.

4 20. DEFENDANTS assigned PLAINTIFF to work at California schools, facilities and/or
5 other locations including but not limited to, those operating under the following names and located
6 in the following California cities: “Yav Pem Suab Academy” in Sacramento, California; “Fortune
7 School of Education” in Sacramento, California; “Tecoy Porter College Prep” in Sacramento,
8 California; “Riverbank Elementary School” in West Sacramento, California; “Greengate School” in
9 Woodland, California; and “Pacific Charter Institute - New Pacific School – Rancho Cordova” in
10 Rancho Cordova, California.

11 21. DEFENDANTS paid PLAINTIFF an hourly rate for time counted by
12 DEFENDANTS as hours worked. Based on information and belief, PLAINTIFF and other Class
13 Members and Aggrieved Employees also earned non-discretionary bonus / incentive pay and/or
14 other non-discretionary compensation.

15 22. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
16 PLAINTIFF and Class Members and Aggrieved Employees for all hours worked, resulting in the
17 underpayment of minimum and overtime wages. DEFENDANTS failed to compensate PLAINTIFF
18 and Class Members and Aggrieved Employees for all hours worked by virtue of, DEFENDANTS’
19 automatic deduction and time rounding policies, and failure to relieve employees of all
20 duties/employer control during unpaid meal periods or otherwise unlawful practices for missed or
21 improper meal periods, as explained below.

22 23. Based on information and belief, DEFENDANTS implemented a policy and/or
23 practice of rounding meal period start and end times and/or automatically deducting at least thirty
24 minutes per shift for meal periods, despite having actual and/or constructive knowledge that
25 PLAINTIFF and other Class Members and Aggrieved Employees were subject to DEFENDANTS’
26 control during purported meal periods and/or were otherwise not afforded lawful meal periods,
27 depriving PLAINTIFF and Class Members and Aggrieved Employees of all wages owed.

28 24. Based on information and belief, Class Members and Aggrieved Employees were

1 not paid for all hours worked due to DEFENDANTS' policy and/or practice of rounding time entries
2 or paying according to scheduled hours worked instead of actual time worked, and/or mandated off-
3 the clock work policies and/or practices.

4 25. For example, at times, DEFENDANTS compensated PLAINTIFF for a flat pre-
5 determined number of hours regardless of the actual total number of hours PLAINTIFF worked in
6 a shift. By way of example, DEFENDANTS' time records for PLAINTIFF evidence payment
7 according to scheduled hours rather than actual hours worked, with shift start times precisely on the
8 quarter hour (7:15 a.m., 7:45 a.m., 8:00 a.m., 8:15 a.m., 8:30 a.m. 9:00 a.m., 11:00 a.m., and/or
9 11:30 a.m.) as well as shift end times precisely on the quarter hour (11:00 a.m., 2:30 p.m., 2:45 p.m.,
10 3:00 p.m., 3:30 p.m., 4:15 p.m. 5:00 p.m. and/or 5:30 p.m. for including but not limited to the
11 following dates: 4/24/24, 4/25/25, 4/29/24, 5/8/24, 5/16/24, 5/20/24, 5/22/24, 5/22/24, 5/23/24,
12 5/31/24, 9/3/24, 10/7/24, and 11/1/24.

13 26. DEFENDANTS' policy and practice of compensating Class Members and
14 Aggrieved Employees for scheduled hours rather than actual hours worked as explained herein did
15 not account for pre-shift and/or post shift off-the-clock work.

16 27. For example, at times, DEFENDANTS required, suffered and/or permitted Class
17 Members and Aggrieved Employees to complete off-the-clock work tasks prior to clocking in for
18 the start of their shifts, after clocking out for the end of their shifts and/or during unpaid meal
19 periods, resulting in DEFENDANTS' failure to compensate Class Members for all hours worked
20 and the underpayment of wages owed to those Class Members.

21 28. For example, after the end of their scheduled shifts/after clocking out, but before they
22 were permitted to leave the worksite, Class Members and Aggrieved Employees were required to
23 get an authorized representative of their assigned school to approve their timecard for the day by
24 completing a process that took anywhere from approximately a few minutes to at least twenty (20)
25 minutes to complete after each shift. This process included being required to first find an authorized
26 representative of the school to approve the timecard, then log into a web portal, select an option
27 from a drop-down list and ask for timecard approval. If the dropdown list is empty,
28 DEFENDANTS' employee handbook directs Class Members and Aggrieved Employees to ask a

1 school representative to call a customer service number to get “themselves setup in our Customer
2 Portal.” All of this time spent under DEFENDANTS’ control completing DEFENDANTS’
3 requirements, including but not limited to, completing the afore-described administrative work
4 tasks, undergoing DEFENDANTS’ required timecard approval processes, troubleshooting same
5 and/or communicating with DEFENDANTS’ customers/representatives about timecard approval
6 and/or other work tasks was unrecorded and uncompensated and resulted in DEFENDANTS’ failure
7 to compensate Class Members and Aggrieved Employees for all hours worked and the
8 underpayment of wages.

9 29. For example, at times, PLAINTIFF was required to complete work tasks after
10 clocking out for the end of PLAINTIFF’s shift, including but not limited to administrative tasks
11 (e.g., time spent waiting for and/or undergoing DEFENDANTS’ time card approval process after
12 the end of his scheduled shifts) and/or completing other off-the-clock work tasks, often resulting in
13 at least approximately twenty (20) minutes of post-shift off-the-clock work and the underpayment
14 of wages owed to PLAINTIFF.

15 30. Based on information and belief, PLAINTIFF and other Class Members and
16 Aggrieved Employees were sometimes required to complete work tasks prior to clocking in for the
17 start of their shifts/their scheduled shift start times. For example, as stated in DEFENDANTS’
18 employee handbook, DEFENDANTS required Class Members and Aggrieved Employees to arrive
19 at their assigned worksites at least fifteen (15) minutes prior to the start of their scheduled shift start
20 times. Based on information and belief, DEFENDANTS imposed this requirement so that
21 PLAINTIFF and other Class Members and Aggrieved Employees could check in, complete
22 administrative tasks, engage in work-related communications and/or complete other off-the-clock
23 work tasks prior to the start of their scheduled shift start times, resulting in DEFENDANTS’ failure
24 to compensate PLAINTIFF and other Class Members and Aggrieved Employees for all hours
25 worked and the underpayment of wages.

26 31. Based on information and belief, at times, PLAINTIFF and other Class Members and
27 Aggrieved Employees were sometimes required to complete off-the-clock work outside of
28 scheduled shifts due to including but not limited to, work-related phone calls and/or messages they

1 received to their phones/mobile devices and were required to respond to, including but not limited
2 to, communications from supervisors regarding scheduling and/or other work tasks.

3 32. Based on further information and belief, DEFENDANTS implemented a time-
4 rounding system that as applied systematically deprived PLAINTIFF and other Class Members and
5 Aggrieved Employees of compensable time because the time-rounding system implemented by
6 DEFENDANTS would almost always, if not always, result in understating actual compensable work
7 time.

8 33. For example, DEFENDANTS' time records for PLAINTIFF evidence rounding of
9 PLAINTIFF's total hours worked to at least the nearest quarter, half and/or whole hour during many
10 if not all workdays, which resulted in DEFENDANTS' failure to compensate PLAINTIFF for all
11 hours worked and the underpayment of wages owed to PLAINTIFF. For example, DEFENDANTS'
12 time records for PLAINTIFF for including but not limited to the following dates show a total daily
13 hours worked of exactly 6.75: 4/25/24, 4/29/24, 5/20/24, 5/22/24, and 5/23/24.

14 34. DEFENDANTS' failure to pay for all time worked by virtue of its time rounding,
15 auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal
16 periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of
17 minimum wages owed to PLAINTIFF and Class Members and Aggrieved Employees as well as
18 unpaid overtime wages for those Class Members and Aggrieved Employees who worked more than
19 eight (8) hours in a day and/or more than forty (40) hours in a week.

20 35. Based on information and belief, DEFENDANTS had actual and/or constructive
21 knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to
22 provide lawful meal periods (as described below) and/or other off-the-clock work resulted in the
23 underpayment of minimum wages owed to PLAINTIFF and other Class Members and Aggrieved
24 Employees, in violation of California's minimum and overtime wage laws.

25 36. Based on information and belief, DEFENDANTS failed and continue to fail to pay
26 Class Members and Aggrieved Employees two times their regular rate of pay for time worked
27 beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh
28 consecutive day of work in a work week, in violation of California's overtime laws.

1 37. Based on information and belief, DEFENDANTS failed to incorporate all non-
2 discretionary remuneration, including but not limited to, shift differential pay, bonus pay, and/or
3 other non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate(s),
4 resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFF and other
5 Class Members and Aggrieved Employees.

6 38. **Meal Period Violations.** PLAINTIFF and other Class Members and Aggrieved
7 Employees consistently worked shifts of more than five (5) hours, entitling them to at least one meal
8 period. However, PLAINTIFF and other Class Members and Aggrieved Employees would not
9 receive legally compliant thirty (30) minute first and second meal periods. Based on information
10 and belief, Class Members and Aggrieved Employees were consistently unable to take timely, off
11 duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal periods,
12 interrupted meal periods, and/or work through part or all their meal periods due to understaffing,
13 the nature and constraints of their job duties and/or commentary from supervisors pressuring them
14 to take non-compliant meal periods or skip meal periods completely.

15 39. Based on information and belief, other Class Members and Aggrieved Employees
16 were consistently suffered and permitted to take meal periods past the fifth hour of work and/or had
17 their meal periods interrupted, cut short, restricted to DEFENDANTS' premises and/or otherwise
18 on duty due to commentary from supervisors, understaffing, the nature and constraints of their job
19 duties, and/or the need to meet DEFENDANTS' goals and expectations.

20 40. For example, DEFENDANTS' time records for PLAINTIFF show PLAINTIFF
21 worked a shift of more than five (5) hours on including but not limited to the following dates without
22 clocking out for any meal period: 5.8.24 (showing 7.25 total hours worked without any meal period).

23 41. Also, PLAINTIFF was sometimes required to work during unpaid meal periods due
24 to lack of coverage and/or the need to complete assigned job duties.

25 42. Based on information and belief, DEFENDANTS required, suffered or permitted
26 PLAINTIFF and other Class Members and Aggrieved Employees to record that they had taken at
27 least a thirty-minute off-duty meal period and/or would unlawfully edit the clock in and out times
28 for PLAINTIFF's and/or other Class Members and Aggrieved Employees' meal periods in order to

1 display at least a thirty minute off-duty meal period during many shifts worked, notwithstanding the
2 fact that DEFENDANTS had actual and/or constructive knowledge that DEFENDANTS had
3 required, suffered or permitted PLAINTIFF and other Class Members and Aggrieved Employees'
4 to perform work-related tasks during their meal periods/were not relieved of all duties and
5 DEFENDANTS' control during unpaid meal periods.

6 43. By way of example, DEFENDANTS' time records for PLAINTIFF reflect a
7 precisely thirty (30)-minute meal period (on occasion, exactly 60 minutes) for any shift that reflects
8 a clock out for a meal period, including but not limited to, for the following dates: 4.4.24, 4.25.24,
9 5.20.24, 5.22.24, 5.31.24, 9.23.24, 9.24.24 and 11.1.24.

10 44. DEFENDANTS did not pay PLAINTIFF a meal period premium for each missed
11 and/or otherwise legally noncompliant meal period. For example, DEFENDANTS' pay records for
12 PLAINTIFF do not show the payment of a single meal period premium.

13 45. Also, based on information and belief, DEFENDANTS required Class Members and
14 Aggrieved Employees to complete off-the-clock work prior to their scheduled shift time which
15 DEFENDANTS failed to take into account when scheduling meal periods for Class Members and
16 Aggrieved Employees. Based on information and belief, meal periods were late, in part due to
17 unaccounted pre-shift off-the-clock work.

18 46. Based on information and belief, DEFENDANTS implemented policies and/or
19 practices that failed to relieve Class Members and Aggrieved Employees of all duties and
20 DEFENDANTS' control during unpaid meal periods.

21 47. Based on information and belief, DEFENDANTS required Class Members and
22 Aggrieved Employees to complete off-the-clock work prior to their scheduled shift time which
23 DEFENDANTS failed to take into account when scheduling meal periods for Class Members and
24 Aggrieved Employees. Based on information and belief, meal periods were late, in part due to
25 unaccounted pre-shift off-the-clock work.

26 48. Based on information and belief, despite DEFENDANTS' failure to provide lawful
27 meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end
28 times of PLAINTIFF's and other Class Members, and Aggrieved Employees' meal periods and/or

1 automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal
2 periods despite having actual and/or constructive knowledge that PLAINTIFF and other Class
3 Members and Aggrieved Employees did not receive lawful meal periods.

4 49. Moreover, per DEFENDANTS' uniform policy and practice, Class Members and
5 Aggrieved Employees who worked shifts of more than ten hours did not receive a second legally
6 compliant thirty (30) minute second meal period.

7 50. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and
8 other Class Members and Aggrieved Employees as to the timing and duty-free nature of meal
9 periods. Based on further information and belief, DEFENDANTS did not have a compliant written
10 meal period policy, nor did DEFENDANTS have any sort of compliant policy in practice.

11 51. Moreover, based on information and belief, DEFENDANTS failed to keep accurate
12 records of the true start and end times of PLAINTIFF's and Class Members and Aggrieved
13 Employees' meal periods. Based on information and belief, to the extent meal period were recorded,
14 DEFENDANTS illegally rounded the start and end times of purported meal periods resulting in
15 PLAINTIFF and other Class Members and Aggrieved Employees not being paid for all time worked
16 as well as late and/or shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th
17 58.

18 52. Based on information and belief, DEFENDANTS had actual and/or constructive
19 knowledge that its policies and practices resulted in the denial of uninterrupted meal periods which
20 were free of DEFENDANTS' control owed to PLAINTIFF and other Class Members and Aggrieved
21 Employees, in violation of California's meal period laws.

22 53. DEFENDANTS failed to pay PLAINTIFF and other Class Members and Aggrieved
23 Employees, an additional hour of wages at their respective regular rates of compensation for each
24 workday a lawful meal period was not provided. DEFENDANTS either failed to pay a meal period
25 premium at all for each workday a lawful meal period was not provided and/or failed to pay the
26 proper meal period premium for failure to incorporate all non-discretionary remuneration, including
27 but not limited to, bonuses, shift differential pay and/or other non-discretionary compensation into
28 the regular rate or compensation for purposes of calculating the owed meal period premium.

1 54. **Rest Period Violations.** DEFENDANTS did not properly authorize and provide
2 PLAINTIFF and other Class Members and Aggrieved Employees with legally compliant rest
3 periods at a rate of every four (4) hours worked or major fraction thereof, that insofar as practicable,
4 are provided in the middle of the work period, as required by law.

5 55. PLAINTIFF and other Class Members and Aggrieved Employees were not
6 adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest
7 periods per California law. Based on information and belief, DEFENDANTS had no policy in place
8 nor instruction as to the taking of duty-free rest periods.

9 56. Based on information and belief, DEFENDANTS did not have a have a compliant
10 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in
11 practice.

12 57. For example, at times, PLAINTIFF was required to take interrupted, shortened
13 and/or on-duty rest periods due to lack of coverage and/or the need to complete assigned job duties,
14 yet DEFENDANTS did not pay PLAINTIFF a rest period premium for each missed and/or
15 otherwise legally noncompliant rest period. For example, DEFENDANTS' pay records for
16 PLAINTIFF do not show the payment of a single rest period premium.

17 58. Also, based on information and belief, DEFENDANTS had no policy and/or practice
18 as to the proper timing and/or duty-free nature of rest periods.

19 59. Based on information and belief, Class Members and Aggrieved Employees' rest
20 periods were interrupted, cut short, on duty, restricted to work premises and/or late due to
21 understaffing, the nature and constraints of their job duties, and/or due to commentary from
22 supervisors/managers pressuring them to skip rest periods completely or otherwise take non-
23 compliant rest periods.

24 60. Moreover, based on information and belief, DEFENDANTS failed to provide any
25 form of a third rest period on shifts lasting longer than ten hours.

26 61. Based on information and belief, DEFENDANTS implemented policies and/or
27 practices that failed to relieve PLAINTIFF and other Class Members and Aggrieved Employees of
28 all duties and DEFENDANTS' control during rest periods.

1 62. Based on information and belief, Class Members and Aggrieved Employees were
2 pressured to complete their work duties according to a designated schedule such that rest periods
3 were only taken once tasks were completed, and/or as time permitted.

4 63. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
5 which PLAINTIFF and Class Members and Aggrieved Employees experienced a missed/unlawful
6 rest period in violation of California law. DEFENDANTS either failed to pay a rest period premium
7 at all for each workday a proper rest period was not provided and/or failed to pay the proper rest
8 period premium for failure to incorporate all non-discretionary remuneration, including but not
9 limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the
10 regular rate of compensation for purposes of calculating the owed rest period premium.

11 64. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
12 provide PLAINTIFF and other Class Members and Aggrieved Employees with accurate wage
13 statements that complied with Labor Code section 226. As DEFENDANTS failed to provide
14 PLAINTIFF and Class Members and Aggrieved Employees with meal and rest periods that
15 complied with Labor section 226.7, the wage statements DEFENDANTS issued to PLAINTIFF and
16 Class Members and Aggrieved Employees failed and continue to fail to correctly set forth the gross
17 wages earned, the total hours worked, the net wages earned, and all applicable hourly rates in effect
18 during the pay period and the corresponding number of hours worked at each hourly rate by the
19 employee.

20 65. DEFENDANTS issued wage statements to PLAINTIFF and Class Members and
21 Aggrieved Employees that also failed to indicate the earned gross and net wages earned during the
22 pay period, the correct applicable rates of pay for all hours worked, and the total hours worked by
23 PLAINTIFF and Class Members and Aggrieved Employees (by virtue of rounded time entries,
24 automatic deduction for meal periods/failure to relieve Class Members and Aggrieved Employees
25 of all duties and employer control during unpaid meal periods, payment according to scheduled
26 hours worked rather than actual hours worked, and/or other off-the-clock work policies and
27 practices) which results in a violation of Labor Code section 226(a).

28 66. Based on information and belief, wage statements issued by DEFENDANTS failed

1 to list the inclusive dates and/or correct inclusive dates of the pay period for which the Class Member
2 is being paid, in violation of Labor Code section 226(a)(2) and/or Labor Code section (a)(6). For
3 example, based on information and belief, at times, DEFENDANTS issued wage statements to Class
4 Members and Aggrieved Employees containing payment for hours worked during previous pay
5 periods, yet DEFENDANTS' wage statements do not include the inclusive dates of the accurate
6 pay period for pay, further failing to list the total hours worked for the pay period, including but not
7 limited to, the total hours worked for the pay period the pay corresponds with.

8 67. As described herein, based on information and belief, DEFENDANTS also failed to
9 incorporate all forms of non-discretionary compensation earned during the pay period into the
10 overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour
11 of overtime worked by PLAINTIFF and other Class Members and Aggrieved Employees.

12 68. Moreover, based on information and belief, DEFENDANTS issued wage statements
13 to PLAINTIFF and Class Members and Aggrieved Employees that further violate Labor Code
14 section 226(a), by among other things, failing to list the correct name and/or address of the legal
15 entity that is the employer.

16 69. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Class
17 Members and Aggrieved Employees that were not accurate and did not include all of the statutorily
18 required information. As such, DEFENDANTS violated Labor Code section 226.

19 70. **Failure to Timely Pay All Wages Upon Separation of Employment.** Based on
20 information and belief, DEFENDANTS failed to timely pay Class Members and Aggrieved
21 Employees all wages that were due and owing upon termination or resignation. Based on
22 information and belief, DEFENDANTS untimely provide final wages to Class Members and
23 Aggrieved Employees without regard to the timing requirements of Labor Code sections 201-202.

24 71. Upon separation of employment, Class Members and Aggrieved Employees' final
25 paychecks were not timely provided, were not timely provided with all owed vacation pay and/or
26 paid time off and/or did not include all wages owed as they were devoid of, including but not limited
27 to, all owed minimum wages, overtime wages, premium wages, vacation pay, all owed sick leave
28 and/or paid time off wages at the properly accrued rates (including but not limited to, all owed

1 vacation pay/paid time off paid at the final rate including non-discretionary compensation, including
2 but not limited to, shift differentials).

3 72. For example, based on information and belief, at times, PLAINTIFF and other Class
4 Members and Aggrieved Employees experienced breaks in employment caused by DEFENDANTS
5 whereby Class Members and Aggrieved Employees would not be called in for work for longer than
6 a single pay period due to including but not limited to DEFENDANTS' lack of work or lack of
7 assignments. Such instances qualify as a discharge of employment. Yet, DEFENDANTS failed to
8 timely pay all owed wages at the end of such periods of employment, in violation of including but
9 not limited to Labor Code section 201-202.

10 73. For example, PLAINTIFF experienced breaks in her employment caused by
11 DEFENDANTS whereby PLAINTIFF would not be called in for work for longer than a single pay
12 period due to including but not limited to DEFENDANTS' lack of work or lack of assignments on
13 or around including but not limited to the following dates: from in or around June 2024 through in
14 or around September 2024 and from in or around late March 2024 through in or around the
15 beginning of April 2024. Such instances qualify as a discharge of employment, however,
16 DEFENDANTS failed to timely pay all owed wages at the end of these and other periods of
17 employment, in violation of including but not limited to Labor Code section 201-202.

18 74. These violations subject DEFENDANTS to civil penalties under Labor Code section
19 203, 210, and/or 256.

20 75. **Unreimbursed Business Expenses.** Based on information and belief,
21 DEFENDANTS required PLAINTIFF and Class Members and Aggrieved Employees to incur
22 business expenses as a direct consequence of the performance of their job duties without providing
23 reimbursement, in violation of Labor Code section 2802. Based on information and belief,
24 PLAINTIFF and Class Members and Aggrieved Employees were improperly required to provide
25 and maintain work tools that are supposed to be the responsibility of the employer.

26 76. Based on information and belief, DEFENDANTS shifted the costs of doing business
27 onto Class Members and Aggrieved Employees by requiring them to pay for their business expenses
28 including but not limited to, hand tools/equipment, the use of Class Members and Aggrieved

1 Employees' personal vehicles and/or personal cell phones/mobile devices, internet and/or data usage
2 for work-related purposes.

3 77. For example, Class Members and Aggrieved Employees were required to use their
4 personal cell phones/devices to receive and respond to work-related calls and/or messages from
5 including but not limited to supervisors and/or other employees of DEFENDANTS regarding
6 scheduling and/or other work tasks and/or were required to download and use work-related
7 applications on their personal cell phones/mobile devices but were not reimbursed by
8 DEFENDANTS at all and/or in full for these business expenses.

9 78. For example, DEFENDANTS required PLAINTIFF to download work-related
10 application(s) for regular use on PLAINTIFF's personal cellphone/mobile device, (ADP application
11 and/or other work-related application(s)) including, but not limited to, for the purpose of receiving
12 and sending work-related communications.

13 79. DEFENDANTS also called/messaged PLAINTIFF on PLAINTIFF's personal
14 cellphone/device to discuss scheduling and/or other work tasks.

15 80. PLAINTIFF was also required to use PLAINTIFF's personal cell phone/device each
16 workday to log into a website/portal to clock in and out for PLAINTIFF's shifts. DEFENDANTS
17 did not provide PLAINTIFF with any and/or full reimbursement for these cellphone/data usage-
18 related business expenses.

19 81. Also, DEFENDANTS required PLAINTIFF to supply work tools, supplies, and/or
20 equipment including without limitation, writing utensils (e.g., pens, pencils), paper, among other
21 supplies, tools and/or equipment that PLAINTIFF required to carry out PLAINTIFF's assigned job
22 duties, however, DEFENDANTS did not provide PLAINTIFF with any and/or full reimbursement
23 for the business expenses PLAINTIFF incurred in in connection with being required to purchase
24 and/or maintain work equipment, supplies and/or tools.

25 82. Based on information and belief, DEFENDANTS have a policy and practice of
26 requiring Class Members and Aggrieved Employees to regularly use their personal
27 cellphones/devices for work as well as to supply their own work supplies, tools and/or equipment
28 required to carry out the job duties assigned to them by DEFENDANTS, however, DEFENDANTS

1 do not reimburse these Class Members and Aggrieved Employees at all and/or in full for these
2 business expenses, in violation of California law, including but not limited to, Labor Code section
3 2802.

4 83. DEFENDANTS' failure to provide Class Members and Aggrieved Employees with
5 full reimbursement for all reasonable expenses associated with carrying out their duties required
6 that Class Members and Aggrieved Employees subsidize and/or carry the burden of business
7 expenses in violation of Labor Code section 2802.

8 84. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
9 engaged in these same herein described unlawful practices and that DEFENDANTS applied these
10 same herein described unlawful practices to all of its employees that it applied to PLAINTIFF.

11 **FIRST CAUSE OF ACTION**

12 **Recovery of Unpaid Minimum Wages and Liquidated Damages**
13 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

14 85. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

15 86. It is fundamental that an employer must pay its employees for all time worked.
16 California Labor Code sections 218 and 218.5 provide a right of action for nonpayment of wages.
17 Labor Code section 222 prohibits the withholding of part of a wage. Labor Code section 224 only
18 permits deductions from wages when the employer is required or empowered to do so by state or
19 federal law or when the deduction is expressly authorized in writing by the employee for specified
20 purposes that do not have the effect of reducing the agreed upon wage. Labor Code section 223
21 prohibits the pay of less than a statutory or contractual wage scale.

22 87. Pursuant to California Labor Code sections 1194 and 1197, and the Industrial Wage
23 Commission ("IWC") Wage Orders, an employer must pay its employees for all hours worked, up
24 to 40 hours per week or 8 hours per day, at a regular rate no less than the mandated minimum wage.
25 Payment to an employee of less than the applicable minimum wage for all hours worked in a payroll
26 period is unlawful.

27 88. DEFENDANTS violated California's minimum wage laws by failing to compensate
28 PLAINTIFF and the Class Members for all hours worked by virtue of, among other things,
DEFENDANTS' time rounding, automatic deduction for meal periods, off-the-clock/unpaid work

1 completed during meal periods, other pre-shift, post-shift and/or otherwise off-the-clock work,
2 and/or payment according to scheduled hours worked rather than actual hours worked (described
3 above), which resulted in the failure to account for all hours worked and thus the denial of minimum
4 wages.

5 89. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
6 Class Members for all hours worked.

7 90. Based on information and belief, DEFENDANTS had actual or constructive
8 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for
9 meal periods, failure to relieve employees of all duties and employer control during unpaid meal
10 periods, policy and practice of payment according to scheduled work time rather than actual work
11 time, and/or other mandated off-the-clock work resulted in the underpayment of minimum wages
12 owed to PLAINTIFF and other Class Members.

13 91. Pursuant to Labor Code sections 1194 and 1194.2, PLAINTIFF and the Class
14 Members are entitled to recover all unpaid minimum wages and liquidated damages thereon, plus
15 attorney's fees and costs, in an amount to be proved at trial.

16 **SECOND CAUSE OF ACTION**

17 **Recovery of Unpaid Overtime Wages** 18 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

19 92. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

20 93. Employees in California must be paid overtime, equal to one and one-half times the
21 employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including
22 12 hours in any workday, and for the first eight (8) hours worked on the seventh consecutive day of
23 work in a workweek, and they must be paid double the regular rate of pay for all hours worked in
24 excess of 12 hours in any workday and for all hours worked in excess of eight (8) on the seventh
consecutive day of work in a workweek, unless they are exempt.

25 94. PLAINTIFF and the Class Members worked overtime hours for which they were not
26 compensated by DEFENDANTS by virtue of, among other things, DEFENDANTS' time rounding,
27 automatic deduction for meal periods, off-the-clock/unpaid work completed during meal periods,
28 other pre-shift, post-shift and/or otherwise off-the-clock work, and/or payment according to

1 scheduled hours worked rather than actual hours worked (described above), which resulted in the
2 failure to account for all hours worked and thus the denial of all owed overtime wages.

3 95. Based on information and belief, DEFENDANTS failed to pay twice Class
4 Members' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for
5 time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in
6 violation of California's overtime laws.

7 96. Based on information and belief, DEFENDANTS further violated California's
8 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
9 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
10 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to
11 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of
12 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and
13 other Class Members.

14 97. DEFENDANTS' conduct described above is in violation of California Labor Code
15 sections 510 and 1194 and all applicable Wage Orders.

16 98. PLAINTIFF and the Class Members are entitled to recover all unpaid overtime
17 wages, plus attorney's fees and costs, in an amount to be proved.

18 **THIRD CAUSE OF ACTION**

19 **Failure to Provide Meal Periods or Compensation in Lieu Thereof (By PLAINTIFF and the Class Members Against all DEFENDANTS)**

20 99. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

21 100. Pursuant to Labor Code section 512 and all applicable IWC Wage Orders,
22 DEFENDANTS were required to provide PLAINTIFF and the Class Members with one 30-minute
23 meal break free from all duties and employer control for all shifts longer than 5 hours, and a second
24 30-minute meal break free from all duties for all shifts longer than 10 hours. Meal periods can be
25 waived, but only under the following circumstances: (1) if an employee's total work period in a day
26 is over five (5) hours but no more than six (6) hours, the required meal period may be waived by
27 mutual consent of the employer and employee, and (2) if an employee's total work period in a day
28 is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be

1 waived by mutual consent of the employer and employee, but only if the first meal period was not
2 waived. Employers covered by the Wage Orders have an obligation to both (1) relieve their
3 employees for at least one meal period for shifts over five hours (see above), and (2) to record having
4 done so.

5 101. Employers must pay employees an additional hour of wages at the employees'
6 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
7 meal period, first meal period provided after five (5) hours, second meal period provided after 10
8 hours). Lab. Code § 226.7.

9 102. As explained above, PLAINTIFF and other Class Members were consistently unable
10 to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often being
11 forced to take late meal periods, interrupted meal periods, and/or work through part or all of their
12 meal periods due to understaffing, the nature and constraints of their job duties, and/or commentary
13 from supervisors pressuring them to take non-compliant meal periods or skip meal periods
14 completely.

15 103. Based on information and belief, DEFENDANTS had and continue to have a policy
16 of rounding the start and end times of employees' meal periods and/or automatically deducting thirty
17 minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF and Class
18 Members did not receive compliant meal periods.

19 104. Moreover, based on information and belief, Class Members did not receive a timely,
20 uninterrupted second meal period when working shifts over ten (10) hours in a workday.

21 105. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
22 actual and/or constructive knowledge that its time-rounding and auto-deduction policies and
23 practices, other unlawful policies and practices resulted in the denial of compliant meal periods in
24 violation of California's meal period laws.

25 106. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal
26 periods in violation of California law and/or failed to pay the proper meal period premium for failure
27 to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift
28 differential pay and/or other non-discretionary compensation into the regular rate or compensation

1 for purposes of calculating the owed meal period premium.

2 107. As a result, under Labor Code section 226.7, PLAINTIFF and the Class Members
3 are entitled to one additional hour's pay at the employee's regular rate of compensation for each day
4 a meal period was missed, late, interrupted, or otherwise unlawful, plus attorneys' fees and costs,
5 all in an amount to be proved at trial.

6 **FOURTH CAUSE OF ACTION**

7 **Failure to Provide Rest Periods or Compensation in Lieu Thereof
(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

8 108. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

9 109. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
10 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
11 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
12 "insofar as practicable." In *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), the
13 California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts
14 from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to 10
15 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029).
16 The rest period requirement obligates employers to permit and authorize employees to take off-duty
17 rest periods, meaning employers must relieve employees of all duties and relinquish control over
18 how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257.

19 110. If the employer fails to provide any required rest period, the employer must pay the
20 employee one hour of pay at the employee's regular rate of compensation for each workday the
21 employer did not provide at least one legally required rest period, pursuant to Labor Code section
22 226.7.

23 111. PLAINTIFF and the Class Members did not receive legally compliant, timely 10-
24 minute rest periods for every four (4) hours worked or major fraction thereof. As explained above,
25 any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject to
26 DEFENDANTS' control due to the nature and constraints of Class Members' job duties,
27 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Class Members to
28 skip rest periods completely or otherwise take non-compliant rest periods.

112. Based on information and belief, DEFENDANTS implemented policies and/or practices that failed to relieve PLAINTIFF and other Class Members of all duties and employer control during rest periods. Based on further information and belief, Class Members were pressured to complete their work duties according to a designated schedule such that rest periods were only taken once tasks were completed, and/or as time permitted.

113. As a result, PLAINTIFF and Class Members did not receive legally compliant first, second, or third rest periods as required by California law.

114. Moreover, based on information and belief, DEFENDANTS failed to pay a rest period premium to PLAINTIFF and other Class Members for each workday in which there was a missed or otherwise unlawful rest period. Based on further information and belief, when a rest premium was paid, DEFENDANTS failed to include non-discretionary compensation including but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the regular rate of compensation for purposes of determining the owed rest period premium.

115. DEFENDANTS are therefore liable to PLAINTIFF and the Class Members for one hour of additional pay at the regular rate of compensation for each workday that a required rest period was not provided, pursuant to California Labor Code section 226.7 and the applicable Wage Order, plus pre-judgment interest, plus attorneys' fees and costs, all in an amount to be proved at trial.

FIFTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements (By PLAINTIFF and the Class Members Against all DEFENDANTS)

116. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

117. Pursuant to California Labor Code § 226, subdivision (a), PLAINTIFF and the Class Members were entitled to receive, semimonthly or at the time of each payment of wages, an itemized wage statement accurately stating the following:

- (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders

1 of the employee may be aggregated and shown as one item, (5) net
2 wages earned, (6) the inclusive dates of the period for which the
3 employee is paid, (7) the name of the employee and his or her social
4 security number, except that by January 1, 2008, only the last four
5 digits of his or her social security number or an employee
6 identification number other than a social security number may be
7 shown on the itemized statement, (8) the name and address of the
8 legal entity that is the employer, and (9) all applicable hourly rates in
9 effect during the pay period and the corresponding number of hours
10 worked at each hourly rate by the employee.

11 118. As DEFENDANTS failed to provide PLAINTIFF and other Class Members with
12 meal and rest periods that complied with Labor Code section 226.7, the wage statements
13 DEFENDANTS issued to PLAINTIFF and other Class Members failed and continue to fail to
14 correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b) the
15 total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages
16 earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in effect
17 during the pay period and the corresponding number of hours worked at each hourly rate by the
18 employee, in violation of Labor Code section 226(a)(9).

19 119. Moreover, due to violations detailed above, including but not limited to,
20 DEFENDANTS' failure to pay regular and overtime wages for all hours worked, failure to provide
21 meal and rest break premiums, and failure to pay all sick leave wages at the proper rates,
22 DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish
23 PLAINTIFF and other Class Members with accurate, itemized wage statements that listed the gross
24 and net wages earned and the correct applicable rates of pay for all hours worked. Based on
25 information and belief, DEFENDANTS failed to incorporate all forms of non-discretionary
26 compensation earned during the pay period into the regular rate of pay for purposes of calculating
27 the owed overtime rate, and as such, failed to display the proper overtime rate(s) for each hour of
28 overtime worked by PLAINTIFF and other Class Members.

120. As explained above, wage statements issued by DEFENDANTS failed to list the
"total hours worked" by PLAINTIFF and Class Members (by virtue of rounded time entries,
automatic deduction for meal periods/failure to relieve Class Members of all duties and employer
control during unpaid meal periods, payment according to scheduled hours worked rather than actual

1 hours worked, and/or other off-the-clock work policies and practices all described in greater detail
2 *supra*), which results in a violation of Labor Code section 226(a). Failure to list all hours worked on
3 a wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v.*
4 *Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

5 121. Based on information and belief, wage statements issued by DEFENDANTS failed
6 to list all applicable hourly rates in effect during the pay period and the corresponding number of
7 hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).
8 For example, as described herein, based on information and belief, DEFENDANTS failed to
9 incorporate all forms of non-discretionary compensation earned during the pay period into the
10 overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour
11 of overtime worked by Class Members.

12 122. Separately, and independent from the above allegations, DEFENDANTS issued
13 wage statements to PLAINTIFF and Class Members that violate Labor Code section 226(a)(8), by
14 failing to list the correct name and/or address of the legal entity that is the employer.

15 123. Based on information and belief, wage statements issued by DEFENDANTS failed
16 to list the inclusive dates of the pay period for which the Class Member is being paid.

17 124. DEFENDANTS' failure to accurately list all hours worked on all wage statements
18 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Class
19 Members over whether they received all wages owed to them.

20 125. As a result, PLAINTIFF and other Class Members have suffered injury as they could
21 not easily determine whether they received all wages owed to them and whether they were paid for
22 all hours worked.

23 126. Moreover, as a result of DEFENDANTS' failure to list the correct name and/or
24 address of the legal entity that is the employer, PLAINTIFF and Class Members have suffered injury
25 as they could not contact their employer regarding any question(s) they had about wages paid.

26 127. DEFENDANTS' knowingly and intentionally failed to provide PLAINTIFF and
27 Class Members with accurate, itemized wage statements.

28 128. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Class Members

1 have suffered injury. The absence of accurate information on their wage statements has prevented
2 earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
3 mathematical computations to determine the amount of wages owed, and will cause difficulty and
4 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
5 submission of inaccurate information about wages and amounts deducted from wages to state and
6 federal government agencies. As a result, PLAINTIFF and Class Members are required to
7 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
8 and pay records than if DEFENDANT had complied with its legal obligations.

9 129. Pursuant to California Labor Code section 226(e), PLAINTIFF and Class Members
10 are entitled to recover fifty dollars per employee for the initial pay period in which a Section 226
11 violation occurred and one hundred dollars per employee per violation for each subsequent pay
12 period, not to exceed an aggregate penalty of four thousand dollars per employee.

13 130. Pursuant to California Labor Code § 226(h), PLAINTIFF and Class Members are
14 entitled to bring an action for injunctive relief to ensure DEFENDANTS' compliance with
15 California Labor Code § 226(a). Injunctive relief is warranted because DEFENDANTS continue to
16 provide currently employed Class Members with inaccurate wage statements in violation of
17 California Labor Code § 226(a). Currently employed Class Members have no adequate legal remedy
18 for the continuing injuries that will be suffered as a result of DEFENDANTS' ongoing unlawful
19 conduct. Injunctive relief is the only remedy available for ensuring DEFENDANTS' compliance
20 with California Labor Code § 226(a).

21 131. Pursuant to California Labor Code §§ 226(e) and 226(h), PLAINTIFF and Class
22 Members are entitled to recover the full amount of penalties due under Section 226(e), reasonable
23 attorneys' fees, and costs of suit.

24 **SIXTH CAUSE OF ACTION**

25 **Failure to Timely Pay All Wages Due Upon Separation of Employment** 26 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

27 132. PLAINTIFF incorporates all preceding paragraphs as if fully set forth herein.

28 133. California Labor Code section 201(a) provides, in relevant part, that "[i]f an
employer discharges an employee, the wages earned and unpaid at the time of discharge are due and

1 payable immediately.”

2 134. California Labor Code section 202(a) provides, in relevant part, that “[i]f an
3 employee not having a written contract for a definite period quits his or her employment, his or her
4 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
5 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
6 to his or her wages at the time of quitting.”

7 135. Based on information and belief, DEFENDANTS failed and continue to fail to timely
8 pay final wages to PLAINTIFF and Class Members upon separation of employment in violation of
9 Labor Code section 201-202.

10 136. Upon separation of employment, Class Members’ final paychecks were not timely
11 provided, were not timely provided with all owed vacation pay and/or paid time off and/or did not
12 include all wages owed as they were devoid of, including but not limited to, all owed minimum
13 wages, overtime wages, premium wages, vacation pay, all owed sick leave and/or paid time off
14 wages at the properly accrued rates (including but not limited to, all owed vacation pay/paid time
15 off paid at the final rate including non-discretionary compensation, including but not limited to, shift
16 differentials).

17 137. For example, based on information and belief, at times, PLAINTIFF and other Class
18 Members experienced breaks in employment caused by DEFENDANTS whereby Class Members
19 would not be called in for work for longer than a single pay period due to including but not limited
20 to DEFENDANTS’ lack of work or lack of assignments. Such instances qualify as a discharge of
21 employment. Yet, DEFENDANTS failed to timely pay all owed wages at the end of such periods
22 of employment, in violation of including but not limited to Labor Code section 201-202.

23 138. Under Labor Code section 203, PLAINTIFF and the Class Members who are no
24 longer employed by DEFENDANTS are entitled to recover waiting time penalties of up to 30 days’
25 pay, plus attorney’s fees and costs, in an amount to be proved at trial.

26 **SEVENTH CAUSE OF ACTION**

27 **Failure to Reimburse Business Expenses**

28 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

139. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

1 140. California law requires employers to indemnify their employees for all necessary
2 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
3 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable
4 Wage Orders section 9(b). Furthermore, “for purposes of [section 2802], the term ‘necessary
5 expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees
6 incurred by the employee enforcing the rights granted by this section.”

7 141. Among other things, under California law, when employees must use their personal
8 cellphones for work-related purposes, the employer must reimburse them for a reasonable
9 percentage of their cell phone bills. *See Cochran v. Schwan’s Home Services, Inc.* (2014) 228
10 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
11 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
12 *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile
13 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear
14 and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

15 142. As described above, PLAINTIFF and the Class Members were improperly required
16 to pay for business expenses that are legally the responsibility of the employer.

17 143. DEFENDANTS’ failure to provide PLAINTIFF and the Class Members with full
18 reimbursement for all reasonable expenses associated with carrying out their duties required that
19 PLAINTIFF and the Class Members subsidize and/or carry the burden of business expenses in
20 violation of Labor Code section 2802.

21 144. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and the Class
22 Members have suffered injury in that they were not completely reimbursed as mandated by
23 California law.

24 145. Pursuant to California Labor Code section 2802, PLAINTIFF and the Class Members
25 are entitled to recover the full amount of reimbursable expenses due, in addition to reasonable
26 attorneys’ fees, and costs of suit.

27 **EIGHTH CAUSE OF ACTION**
Unfair Competition

28 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

1 146. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

2 147. DEFENDANTS' unlawful conduct alleged herein constitutes unfair competition
3 within the meaning of California Business and Professions Code section 17200 *et seq.* This unfair
4 conduct includes all unlawful conduct alleged herein, including but not limited to: DEFENDANTS'
5 failure to pay minimum and overtime wages by virtue of its illegal policies and practices;
6 DEFENDANTS' failure to authorize or permit, or provide, all required meal and rest periods or pay
7 proper premiums in lieu thereof; DEFENDANTS' failure to furnish complete and accurate itemized
8 wage statements; DEFENDANTS' failure to reimburse business expenses; DEFENDANTS' failure
9 to timely pay all wages owed upon separation of employment; and DEFENDANTS' failure to
10 provide paid sick leave (or paid time off in lieu thereof) at the properly accrued rates (due to,
11 including but not limited to, DEFENDANTS' failure to incorporate all non-discretionary
12 compensation into the sick pay calculation and failure to base the accrued sick leave on the correct
13 number of hours worked as a result of DEFENDANTS' time-rounding/auto deduction policies and
14 practices, payment according to scheduled hours worked and/or other off-the-clock work policies
15 and practices).

16 148. Due to DEFENDANTS' unfair and unlawful business practices in violation of the
17 California Labor Code, DEFENDANTS have gained a competitive advantage over other
18 comparable companies doing business in the State of California that comply with their obligations
19 to authorize or permit rest periods and meal periods or pay proper meal and rest period premiums
20 in lieu thereof, to properly accrue and pay sick time benefits, to provide complete and accurate
21 itemized wage statements, to reimburse employees for all business expenses, to pay all owed
22 minimum and overtime wages and to pay all wages due upon separation of employment of their
23 employees.

24 149. As a result of DEFENDANTS' unfair competition as alleged herein, PLAINTIFF
25 and Class Members have suffered injury in fact and lost money or property, as described in more
26 detail above. Pursuant to California Business and Professions Code section 17200, *et seq.*,
27 PLAINTIFF and Class Members are entitled to restitution of all wages and other monies rightfully
28 belonging to them that DEFENDANTS failed to pay and wrongfully retained by means of their

1 unlawful and unfair business practices.

2 150. PLAINTIFF also seeks an injunction against DEFENDANTS on behalf of the Class
3 Members, enjoining DEFENDANTS and any and all persons acting in concert with them from
4 engaging in each of the unlawful practices and policies set forth herein.

5 151. PLAINTIFF also seeks an award of attorney's fees pursuant to Code Civ. Proc
6 Section 1021.5 and as permitted by law, and an award for costs reasonably incurred, as permitted
7 by law.

8 **NINTH CAUSE OF ACTION**

9 **Violation of the Private Attorneys General Act of 2004**

10 **(By PLAINTIFF and the Aggrieved Employees Against All DEFENDANTS)**

11 152. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

12 153. PLAINTIFF brings this action under the Private Attorneys General Act of 2004,
13 Labor Code sections 2698, et seq., ("PAGA"), as a representative action on behalf of PLAINTIFF,
14 the State of California and Aggrieved Employees, regarding violations of the California Labor Code
as set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include:

15 All current and former non-exempt employees that worked either
16 directly or via a staffing agency for any one or more of the
17 DEFENDANTS at any location in California at any time from one
18 year plus 65 days from the filing of the initial Complaint through the
19 present ("PAGA Period").

20 154. PLAINTIFF is an "aggrieved employee," as that term is defined under Labor Code
21 section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory
22 limitations period and suffered all of the Labor Code violations set forth herein. Accordingly,
23 PLAINTIFF seeks to recover on behalf of the State of California, and all Aggrieved Employees, the
24 civil penalties provided by PAGA, plus reasonable attorney's fees and costs. PLAINTIFF has
25 standing to bring a PAGA cause of action on behalf of the State and all Aggrieved Employees, as
26 PLAINTIFF was jointly employed by DEFENDANTS and is affected by all of the alleged
27 violations.

1 **COMPLIANCE WITH PAGA’S NOTIFICATION REQUIREMENTS**

2 155. PLAINTIFF, on March 21, 2025, through counsel, gave written notice by online
3 filing with the California Labor and Workforce Development Agency (“LWDA”) informing it that
4 DEFENDANTS failed to comply with California’s labor laws with regard to the allegations alleged
5 in this Complaint (“PAGA Notice”). The PAGA Notice was also mailed to DEFENDANTS via
6 certified mail.

7 156. The PAGA Notice outlined PLAINTIFF’s claims for violations of the California
8 Labor Code and the applicable wage orders on behalf of the State of California and all Aggrieved
9 Employees.

10 157. The LWDA did not provide notice of its intention to investigate DEFENDANTS’
11 violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the
12 alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA.
13 PLAINTIFF has exhausted the administrative remedies as required by Labor Code section 2699.3.
14 Consequently, PLAINTIFF’s right to file the instant lawsuit has duly accrued.

15 158. PLAINTIFF seeks to recover the PAGA civil penalties through a representative
16 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
17 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

18 159. From one year prior to PLAINTIFF’s filing of the required PAGA notice with the
19 LWDA, and continuing through the present, as alleged herein, DEFENDANTS violated California
20 Labor Code sections, 201-203, 226, 226.7, 245, *et seq.*, 246, 256, 510, 512, 558, 558.1, 1194, 1197,
21 1197.1, 1198, 1199, 2699, 2699.3, 2802, and all applicable Wage Orders.

22 160. As set forth above, DEFENDANTS have committed numerous violations of the
23 California Labor Code due to including but not limited to their failure to pay all owed minimum
24 wages and all owed overtime wages, failure to provide lawful meal and rest periods or compensation
25 in lieu thereof, failure to provide accurate wage statements, failure to reimburse business expenses,
26 and failure to timely pay all owed wages upon separation of employment, as alleged above. PAGA
27 penalties are in addition to any other relief available under the Labor Code.

28 161. In addition to the above-described violations, DEFENDANTS violated California’s

1 paid sick leave laws as described below by failing to pay all owed sick leave at the properly accrued
2 rates.

3 162. DEFENDANTS have violated the following Labor Code sections and provisions of
4 the applicable Wage Order as to Aggrieved Employees.

5 **Sick Leave Violations**

6 163. DEFENDANTS violated California's paid sick leave laws including but not limited
7 section, Labor Code section 245, *et seq.* DEFENDANTS failed to properly accrue paid sick leave
8 due to DEFENDANTS' failure to incorporate multiple rates of pay and/or all forms of non-
9 discretionary remuneration including but not limited to, non-discretionary bonuses, multiple base
10 rates of pay, and/or other non-discretionary compensation into the sick leave pay rate calculation in
11 violation of Labor Code section 246.

12 164. For example, DEFENDANTS improperly calculated the sick leave pay owed to
13 PLAINTIFF by paying sick leave at a rate equal to PLAINTIFF's base hourly rate of pay without
14 incorporating all non-discretionary pay into the regular rate of pay used to calculate the owed sick
15 leave/paid time off rate. For example, DEFENDANTS' pay records for PLAINTIFF list a sick
16 time/paid time off rate of \$27.00, which is the same as one of PLAINTIFF's base hourly rates, even
17 though PLAINTIFF earned non-discretionary bonus pay/other non-discretionary compensation
18 during the same pay period(s). As such, DEFENDANTS improperly calculated the sick leave/paid
19 time off rate of pay owed to PLAINTIFF, resulting in DEFENDANTS' failure to provide paid sick
20 leave/paid time off at the correct rate.

21 165. These practices violated California's sick leave laws, Labor Code section 245, *et seq.*

22 166. On information and belief, PLAINTIFF alleges that all of these practices were
23 experienced and continue to be experienced by other Aggrieved Employees.

24 167. Under the provisions of PAGA and the above mentioned Labor Code sections,
25 including but not limited to Labor Code sections 201-203, 226, 226.7, 245, *et seq.*, 246, 256, 510,
26 512, 558, 558.1, 1194, 1197, 1197.1, 1198, 1199, 2699, 2699.3, 2802 and all applicable Wage
27 Orders as well as all interpretations of these laws by California Courts and administrative bodies, as
28 well as any other law that is enforceable through PAGA, DEFENDANTS are liable for the following

1 penalties:

- 2 a. All statutorily-specified penalties recoverable under PAGA as enumerated in the
- 3 relevant California Labor Code provisions listed herein only if permitted by the
- 4 PAGA statute, pursuant to Labor Code section 2699(a); and
- 5 b. Default PAGA penalties for any violation of the enumerated list of Labor Code
- 6 violations without a civil penalty recoverable under the PAGA, all in the default
- 7 amounts provided by Labor Code section 2699(f).
- 8 c. The proper measure of penalties under PAGA is the number of violations,
- 9 whether those violations were committed as against PLAINTIFF or any
- 10 Aggrieved Employee, whether a party to this action or not.

11 168. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,
12 PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, PLAINTIFF prays for relief and judgment, on behalf of PLAINTIFF, Class
15 Members, Aggrieved Employees, and the State of California as follows:

- 16 1. For an order that the action be certified as a class action;
- 17 2. For an order that PLAINTIFF be appointed as class representative;
- 18 3. For an order that counsel for PLAINTIFF be appointed as class counsel;
- 19 4. For compensatory damages according to proof;
- 20 5. For liquidated damages according to proof;
- 21 6. For penalties according to proof;
- 22 7. For an order requiring DEFENDANTS to make restitution of all amounts wrongfully
- 23 withheld from PLAINTIFF and the Class Members;
- 24 8. For an order finding DEFENDANTS have engaged in unfair competition in violation of
- 25 section 17200, *et seq.*, of the California Business and Professions Code;
- 26 9. For an order enjoining DEFENDANTS from further acts of unfair competition;
- 27 10. For pre-judgment interest as permitted by law;
- 28 11. For civil penalties under Labor Code Section 2699

1 12. For attorney's fees and costs reasonably incurred; and

2 13. For such other and further relief that the Court deems just and proper.

3
4 Dated: June 24, 2025

CROSNER LEGAL, PC

5
6 By: 
7 Chad Saunders, Esq.
8 Brandon Brouillette, Esq.
9 Zachary M. Crosner, Esq.
Attorneys for Plaintiff,
DYLAN DICKERSON

10
11
12 **DEMAND FOR JURY TRIAL**

13 PLAINTIFF demands a trial by jury on all claims so triable.

14
15 Dated: June 24, 2025

CROSNER LEGAL, PC

16
17 By: 
18 Chad Saunders, Esq.
19 Brandon Brouillette, Esq.
20 Zachary M. Crosner, Esq.
Attorneys for Plaintiff,
DYLAN DICKERSON

DYLAN DICKERSON V. THE EDUCATION TEAM DBA CHILDCARE CAREERS LLC ET AL.
Sacramento Superior Court Case No. 25CV006893

On June 24, 2025, I served true copies of the following document(s) described as

on the interested parties in this action as follows:

☒ **BY UNITED STATES POSTAL SERVICE.** I enclosed the documents in electronic pdf format and submitted them electronically into the mail provider, Letterstream, Inc.'s, online mail portal (letterstream.com) to be mailed addressed to the entities and/or persons listed in the Service List as set forth herein. I caused an envelope containing the documents to be placed for collection and mailing and to be mailed by First Class Mail, following our law firm and Letterstream, Inc.'s ordinary business practices. I am readily familiar with our business practices and the business practices of Letterstream, Inc. for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. Pursuant to that practice, the above-referenced document(s) were sealed in an envelope, with postage paid, and deposited with a a post office, mail box, sub-post office, substation, mail chute, or other facility or postal pick up/drop off regularly maintained by the United States Postal Service or an affiliate thereof, at or near Phoenix, Arizona.

Executed on June 24, 2025, at Los Angeles, California.

Jessica Ball

SERVICE LIST

DYLAN DICKERSON V. THE EDUCATION TEAM DBA CHILDCARE CAREERS LLC ET AL.
Sacramento Superior Court Case No. 25CV006893

Jason Jones
REGISTERED AGENT
2000 Sierra Point Parkway,
Brisbane, CA 94005

Agent for Service
CHILDCARE CAREERS, LLC,