

FILED
Superior Court Of California,
Sacramento
11/07/2022
From
By Deputy
Case Number:
94-2022-00319559

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5
6 Attorneys for Plaintiff,
DALRIN LEWIS on behalf of
himself, all aggrieved employees, and the State
7 of California as a Private Attorneys General

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SACRAMENTO

11 DALRIN LEWIS, an individual, on behalf of) Case No.:
12 himself, all aggrieved employees, and the State)
13 of California as a Private Attorneys General,)

14 Plaintiff,

15 vs.

REPRESENTATIVE ACTION

16 BAYVIEW HUNTERS POINT)
17 FOUNDATION FOR COMMUNITY)
18 IMPROVEMENT, a California Corporation)
19 and DOES 1-50, inclusive,)

20 Defendant.

Violation of the Private Attorneys General
Act of 2004, Cal. Labor Code §2698 *et seq.*

BY FAX

21
22 Plaintiff DALRIN LEWIS brings this PAGA representative action complaint on behalf of
23 himself, all aggrieved employees, and the State of California as a Private Attorneys General, and
24 alleges as follows:

25 **NATURE OF THE ACTION**

26 1. Plaintiff DALRIN LEWIS worked as an employee for Defendant BAYVIEW
27 HUNTERS POINT FOUNDATION FOR COMMUNITY IMPROVEMENT and Does 1-50
28

1 (collectively “Defendant”). Defendant is a non-profit that provides substance abuse treatment and
2 mental health resources. Plaintiff DALRIN LEWIS worked for Defendant as a Care Monitor until
3 January 19, 2022. Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004
4 (“PAGA”), Cal. Labor Code §2698 *et seq.*, on a representative basis. All current and former
5 employees of Defendant within one year of serving notice on the LWDA to the present are
6 aggrieved employees.

7 2. Defendant failed to comply with California Labor Code requirements due to erroneous,
8 willful and intentional employment practices and policies. Plaintiff brings this representative
9 action on behalf of himself, all other similarly situated aggrieved employees, and the State of
10 California, based upon the claims articulated below. Plaintiff provided notice of his claims
11 pursuant to §2698 *et seq.*, to the Labor and Workforce and Development Agency (“LWDA”) as
12 illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The
13 LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day notice
14 period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil
15 penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

16 3. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours
17 worked, including overtime hours worked; (2) failing to pay wages due upon termination; (3)
18 failing to provide rest breaks; (4) failing to provide uninterrupted meal breaks and second meal
19 breaks; (5) failing to reimburse for required business expenses; (6) failing to provide accurate
20 itemized wage statements and violating record keeping requirements. Defendant is therefore liable
21 for civil penalties under the Cal. Labor Code, including the Private Attorney General Act
22 (“PAGA”), Labor Code §2698 *et seq.*, as described more fully herein.

23 THE PARTIES

24 7. Plaintiff DALRIN LEWIS is a resident of the State of California and worked for
25 Defendant from April 26, 2021 until January 19, 2022.

26 8. Defendant BAYVIEW HUNTERS POINT FOUNDATION FOR COMMUNITY
27 IMPROVEMENT is a California corporation authorized to do business and doing business in
28 California with the capacity to sue and to be sued in the county of Sacramento, State of California.

1 9. Plaintiff is unaware of the true names, capacities, relationships, and extent of
2 participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is
3 informed and believes and thereon alleges that said Defendant is legally responsible for the
4 wrongful conduct alleged herein and therefore sues Defendant by such fictitious names, Plaintiff
5 will amend this complaint when their true names and capabilities are ascertained.

6 10. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
7 indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees
8 of the representative class, and exercised control over their wages, hours, and working conditions.
9 Plaintiff is informed and believes and thereon allege that each Defendant acted in all respects
10 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
11 plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable
12 to the other Defendants.

13 **JURISDICTION AND VENUE**

14 11. Venue is proper in this judicial district because Defendant conducts business in this
15 county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees
16 in this case that arose in this county.

17 12. The statutory penalties sought by Plaintiff exceeds the minimal jurisdictional limits of
18 the Superior Court and will be established according to proof at trial. Based on information,
19 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for
20 monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars
21 (\$25,000).

22 13. The California Superior Court has jurisdiction in this matter because Plaintiff is a
23 resident of California and Defendant is qualified to do business in California and regularly conduct
24 business in California. Further, there is no federal question at issue as the claims herein are based
25 solely on California law.

1 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

2 14. During the relevant time-period, Defendant committed various violations of the
3 California Labor Code as alleged below in more detail. Defendant enforces multiple policies that
4 violate state law, which are intended to increase profits to the detriment of aggrieved employees.

5 15. This representative action represents over one hundred current and former aggrieved
6 employees.

7 16. For at least one (1) year prior to the date of service notice on the LWDA, and continuing
8 to the present, Defendant engaged in unlawful employment practices that resulted in violations of
9 numerous Labor Code sections, as set forth more fully below.

10 17. Plaintiff and all current and former employees within one year of filing this action to
11 the present are aggrieved employees within the meaning of Labor Code 2699, *et seq.* (See Labor
12 code §2699(c).)

13 18. Defendant, and each of them, have committed the following violations of the California
14 Labor Code:

15 **Failure to Pay For All Hours Worked, Including Overtime Hours Worked**

16 (Cal. Labor Code §§204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 558, 1194, 1197,
17 1197.1, 1198, 2698 et seq., Wage Order 5)

18 19. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
19 incorporate said paragraphs herein by reference.

20 20. Section 2(K) of Wage Order 5 defines “hours worked” as “the time during which an
21 employee is subject to the control of an employer, and includes all the time the employee is
22 suffered or permitted to work, whether or not required to do so.” Defendant has been engaged in
23 many unlawful employment practices which resulted in underpayment for hours worked each pay
24 period, including penalty pay, and requiring employees to work off-the-clock.

25 21. Off-the-Clock Hours Worked – Covid Screening. Plaintiff and aggrieved employees
26 frequently worked off the clock and were routinely subjected to periods wherein they were under
27 the Defendant’s control but not compensated for their time. Plaintiff and other workers were
28 required to complete COVID screenings before clocking in, such as temperature checks and

1 questionnaires prior to each shift. Additionally, when leaving the premises for any reason,
2 employees were required to have COVID screenings upon return. Time spent undergoing covid
3 screenings was always unpaid.

4 22. Off-the-Clock Hours Worked – Communications with Employees. Plaintiff and
5 aggrieved employees frequently worked off the clock because their supervisors would call and text
6 their personal cell phones for work-related reasons. As explained below, employees were not
7 compensated for the time spent communicating with their employer off the clock, and they were
8 also not reimbursed for the use of their personal phones.

9 23. Failure to Pay Overtime. Plaintiff and aggrieved employees were underpaid overtime
10 wages. For example, on Plaintiff's final paystub, for pay period 01/19/2022 – 01/27/2022; issued
11 on 01/19/2022, Plaintiff received 112 hours of "Regular" pay, although 32 hours should have been
12 paid at the overtime rate. Defendant failed to properly calculate and pay overtime wages for
13 Plaintiff and aggrieved employees.

14 **Failure to Pay Wages Due Upon Termination**

15 (Cal. Lab. Code §§201, 202, 203, 256 and 2698 *et seq.*)

16 24. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
17 incorporate said paragraphs herein by reference.

18 25. An employee who is discharged must be paid all of his or her wages, including accrued
19 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set
20 forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to
21 Plaintiff at the time employment terminated. As an example of Defendant's unlawful practice,
22 Plaintiff was terminated on January 19, 2022. However, he did not receive his final pay on the date
23 of termination. Rather, it was mailed to him at his residence and Plaintiff was not paid for any time
24 he spent waiting for his final pay, which was received approximately one week following his
25 termination. Defendant's practice of paying final wages to Plaintiff and aggrieved employees
26 violated the Labor Code.

27 26. Defendant willfully failed to pay employees who are no longer employed by it all
28 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.

1 Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as
2 waiting time under the terms of §203. Moreover, Defendant is liable for civil penalties pursuant to
3 Cal. Lab. Code § 2698 *et. Seq.*

4 **Failure to Provide Rest Breaks**

5 (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*)

6 27. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
7 incorporate said paragraphs herein by reference.

8 28. Defendant has failed to maintain a compliant rest period policy and practice that
9 provides its employees with off-duty rest periods as required by California law. Plaintiff reports
10 that rest breaks for himself and aggrieved employees were interrupted, in light of the fact that they
11 had to have walkie talkies on at all times and were required to respond when called. Plaintiff and
12 aggrieved employees were not paid penalty wages for these noncompliant rest periods.

13 29. Rest periods were either less than ten minutes, interrupted or late, or “on duty” as
14 prescribed by California law because Defendant: (1) did not account for all hours worked that were
15 unaccounted for on their timecard; (2) did not adequately inform and train employees about their
16 rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately
17 inform and train employees about when, where and how to take timely and uninterrupted ten-
18 minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and
19 uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting
20 all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest
21 break policy.

22 30. Defendant did not authorize or permit all of its hourly employees to take at least a ten
23 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
24 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and Wage Order 5-2001 11(A). When
25 breaks were missed or interrupted, Defendant failed to pay the 1-hour penalty, as required. Because
26 Defendant violated the Wage Order, Defendant is liable under Labor Code §1198. As a result of
27 these violations, Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*
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1 **Failure to Reimburse For Required Business Expenses**

2 (Cal. Labor Code §§1198, 2802, 2699 *et seq.*)

3 34. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
4 incorporate said paragraphs herein by reference.

5 35. Labor Code §2802 requires employers to indemnify employees for necessary
6 expenditures or losses incurred by employees in direct consequence of discharge of duties. Here,
7 Plaintiff used his personal cell phone for work purposes because no phone was provided by the
8 Defendant. Plaintiff's pay stubs do not show any reimbursements for any expenses. Defendant's
9 failure to reimburse for required expenses violates the Labor Code.

10 **Failure to Provide Accurate Itemized Wage Statements &**

11 **Violation of Record Keeping Requirements**

12 (Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq.*)

13 36. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
14 incorporate said paragraphs herein by reference.

15 37. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
16 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226
17 and keep accurate records as required by §1174(d). Wage statements issued to Plaintiff and
18 employees failed to list the true legal name of the employer. The Company name listed on the CA
19 SOS website is Bayview Hunters Point Foundation for Community Improvement, however the
20 company name listed on the wage statements is Bayview Hunters Point Foundation or Bayview
21 Hunters Point Foundation for Community Additionally, as an example of Defendant's unlawful
22 wage statement practices, Plaintiff's final paystub, issued on 01/19/2022, indicates pay for
23 "Vacation." Current earnings and rates are listed; however, there are no hours listed. On other
24 paystubs, he received "REG – Regular." Current earnings and hours are listed; however, rates are
25 not indicated.

26 38. Such failures caused injury to Plaintiff and others, by, among other things, impeding
27 them from knowing the total hours worked, the amount of wages to which they are and were
28

entitled, and the true legal name of their employer. Defendant is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

39. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff and aggrieved employees to sign employment related contracts and documents that contained unlawful terms of employment.

FIRST CAUSE OF ACTION

Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)

(California Labor Code §2698 *et seq.*)

(Plaintiff against all Defendants)

40. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporate said paragraphs herein by reference.

41. Plaintiff is an “aggrieved employee” under PAGA, as he was employed by Defendant during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of himself and all other current and former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable attorneys’ fees and costs.

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

43. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor Code provisions:

- a. Failure to Pay for All Hours Worked, Including Overtime Hours Worked (Cal. Labor Code §§204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order 5);
- b. Failure to Pay Wages Due Upon Termination (Cal. Lab. Code §§201, 202, 203, 256 and 2698 *et seq.*);
- c. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*)

1 d. Failure to Provide Uninterrupted Meal Breaks & Second Meal Breaks (Cal. Labor
2 Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*);

3 e. Failure to Reimburse for Required Business Expenses (Cal. Labor Code §§1198,
4 2802, 2699 *et seq.*)

5 f. Failure to Provide Accurate Itemized Wage Statements and Violation of Record
6 Keeping Requirements (Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq.*).

7 44. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil
8 penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per
9 aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved
10 employee for each subsequent violation of Labor Code §226(a).

11 45. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil
12 penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations
13 for each underpaid employee for each pay period for which the employee was underpaid, and one
14 hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period
15 for which the employee was underpaid.

16 46. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per
17 pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay
18 period, per aggrieved employee for subsequent violations for all Labor Code provisions for which
19 a civil penalty is not specifically provided.

20 47. Plaintiff and the other current and former employees of Defendant are aggrieved
21 employees. They were or are employed by Defendant, and each of them, and the violations alleged
22 herein were committed against them. Plaintiff brings this action on behalf of himself and all other
23 current and former aggrieved employees.

24 48. At the time of each violation, Defendant employed one or more employees.

25 49. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of
26 them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be
27 determined at trial, pre-judgment interest, costs and attorneys' fees.
28

50. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and Workforce Development Agency (“LWDA”) and served by certified mail upon Defendant, Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions that Defendant has violated. The LWDA did not respond to Plaintiff’s Notice within the statutory timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code §2699.3, Plaintiff may now pursue his PAGA claims in this action on behalf of aggrieved employees and the State of California.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for judgement against Defendant as follows:

1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be determined at trial, but at least the jurisdictional amount of this Court;
2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g) and/or other applicable law;
3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable law;
4. Pre-judgement and post-judgement interest as provided by law; and
5. Such other and further relief that the Court may deem just and proper.

DATED: November 7, 2022

KOUL LAW FIRM

BY: Nazo Koulloukian, Esq.
Attorneys for Plaintiff DALRIN LEWIS,
and all aggrieved employees

EXHIBIT 1



Nazo@Koullaw.com

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SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

August 30, 2022

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Bayview Hunters Point Foundation For Community Improvement
150 Executive Park Blvd., Suite 2800
San Francisco, CA 94134

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimants: Dalrin Lewis
Employer: Bayview Hunters Point Foundation for Community Improvement

Dear Sir or Madam:

Claimant Dalrin Lewis has retained Nazo Koulloukian, Esq. of the KOUL LAW FIRM to represent him, and all other aggrieved employees, for wage and hour claims against his former employer, Bayview Hunters Point Foundation for Community Improvement. (hereafter “Employer”).

Claimant worked for Employer as a Care Monitor from April 26, 2021 until January 19, 2022. Claimant was an hourly paid, non-exempt employee whose proposed PAGA representative action would represent dozens of aggrieved employees.

Employer has violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Cal. Labor Code §2698 *et seq.* We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, on behalf of the Labor and Workforce and development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Cal. Lab. Code §2699.3.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order 5)

Section 2(K) of Wage Order 5 defines “hours worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including penalty pay, and requiring employees to work off-the-clock.

Off-the-Clock Hours Worked – Covid Screening

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer’s control but not compensated for their time. Claimant and other workers were required to complete COVID screenings before clocking in, such as temperature checks and questionnaires prior to each shift. Additionally, when leaving the premises for any reason, employees were required to have COVID screenings upon return. Time spent undergoing covid screenings was always unpaid.

Off-the-Clock Hours Worked – Communications with Employees

Claimant and aggrieved employees frequently worked off the clock because their supervisors would call and text their personal cell phones for work-related reasons. As explained below, employees were not compensated for the time spent communicating with their employer, and they were also not reimbursed for the use of their personal phones.

Failure to Pay Overtime

Claimant was underpaid overtime wages on his final wage statement. Per his final paystub, for pay period 01/19/2022 – 01/27/2022; issued on 01/19/2022, Claimant received 112 hours of “Regular” pay, although 32 hours should have been paid at the overtime rate.

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 256 and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated. Additionally, Claimant was terminated on January 19, 2022. However, he did not receive his final pay on the date of termination. Rather, it was mailed to him at his residence and Claimant was not paid for any time he spent waiting for his final pay, which was received approximately one week following his termination.

Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Failure to Provide Rest Breaks

Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*

Employer has failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports that his rest breaks were interrupted, in light of the fact that he had to have his walkie talkie on him at all times and was required to respond when called. Claimant and aggrieved employees were not paid meal period penalty wages for these noncompliant rest periods.

Rest periods were either less than ten minutes, interrupted or late, or “on duty” as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

Employer did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and Wage Order 5-2001 11(A). When breaks were missed or interrupted, Employer failed to pay the 1-hour penalty, as required. Because Employer violated the Wage Order, Employer is liable under Labor Code §1198. As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

Failure to Provide Uninterrupted Meal Breaks

Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*

During Claimant’s employment, Employer failed to maintain a compliant meal period policy and practice. Employer failed to provide all of its hourly employees with their right to take an off-duty unpaid 30-minute meal period. Labor Code §512 provides, “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission.” Paragraph 11(A) of the Wage Orders provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the

meal period shall be considered an ‘on duty’ meal period and counted as time worked.” Labor Code 1198 states that any violation of a wage order is a violation of the Labor Code.

Claimant and aggrieved employees were always required to be on call and to carry their walkie talkies with them, even during their meal and rest periods. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy. Employees were not paid a premium payment, paid as an hour’s wage when meal periods were not given to them in compliance with California law. Moreover, meal periods were often late. Claimant and aggrieved employees were not paid meal period penalty wages for these late and noncompliant meal periods.

Failure to Reimburse For Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2699 *et seq.*)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of discharge of duties. Here, Claimant used his personal cell phone for work purposes because no phone was provided by the Employer. Claimant’s pay stubs do not show any reimbursements for any expenses.

Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements

(Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq.*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d). Wage statements issued to Claimant and employees failed to list the true legal name of the employer. The Company name listed on the CA SOS website is “Bayview Hunters Point Foundation for Community Improvement” however the company name listed on the wage statements is Bayview Hunters Point Foundation or Bayview Hunters Point Foundation for Community. Additionally, Claimant’s final paystub, issued on 01/19/2022, indicates pay for “Vacation.” Current earnings and rates are listed; however, there are no hours listed. On other paystubs, he received “REG – Regular.” Current earnings and hours are listed; however, rates are not indicated.

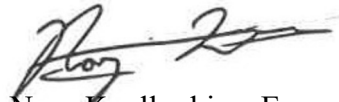
Such failures caused injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked, the amount of wages to which they are and were entitled, and the true legal name of their employer. Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment related contracts and documents that contained unlawful terms of employment.

Conclusion

Employer has violated a number of California wage and hour laws. Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform him if it does not intend to investigate these violations so that he may pursue his claims as a representative action in civil court.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a stylized flourish at the end.

Nazo Koulloukian, Esq.
Attorney for Claimant

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

BAYVIEW HUNTERS POINT FOUNDATION FOR COMMUNITY
IMPROVEMENT, a California Corporation and DOES 1-50, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

DALRIN LEWIS, an individual, on behalf of himself, all aggrieved
employees, and the State of California as a Private Attorneys General,

FILED
Superior Court of California
FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
11/09/2022
Room 2
By Deputy
Case Number:
34-2022-00329559

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Superior Court of California

County of Sacramento, Gordon D. Schaber Courthouse
720 9th Street, Sacramento, CA 95814

CASE NUMBER:
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Nazo Koulloukian, SBN 263809, 3435 Wilshire Blvd., Ste. 1710, Los Angeles, CA 90010, Tel:(213) 761-5484

DATE: NOV - 9 2022

(Fecha)

Clerk, by
(Secretario)

I. ROMO

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Nazo Koulloukian, SBN 263809 KOUL LAW FIRM 3435 Wilshire Blvd., Suite 1710 Los Angeles, CA 90010 TELEPHONE NO.: (213) 761-5484 FAX NO.: (818) 561-3938 ATTORNEY FOR (Name): Plaintiff and the aggrieved employees		FILED CM-010 Superior Court of California, Sacramento 11/07/2022 Room 2 By _____ Deputy Case Number: 34-2022-00320659	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO STREET ADDRESS: 720 9th Street MAILING ADDRESS: 720 9th Street CITY AND ZIP CODE: Sacramento 95814 BRANCH NAME: Gordon D. Schaber Sacramento County Courthouse			
CASE NAME: Lewis v. Bayview Hunters Point Foundation for Community Improvement, et al.			
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000)		☐ Limited (Amount demanded is \$25,000 or less)	
☐ Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		CASE NUMBER: JUDGE: DEPT:	

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties | d. ☐ Large number of witnesses |
| b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☐ Substantial amount of documentary evidence | f. ☐ Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): One (1)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: November 7, 2022
 Nazo Koulloukian

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition



SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

Superior Court of California, County of Sacramento

720 Ninth Street
Sacramento, CA 95814-1311

PAYMENT RECEIPT

Receipt #: 1206281

Clerk ID: iromo2

Transaction No: 2442920

Transaction Date: 11/09/2022

Transaction Time: 04:13:50 PM

Case Number	Fee Type	Qty	Fee Amount	Balance Due	Amount Paid	Remaining Balance
34-2022-00329559-CU-OE-GDS	194 - Complaint or other 1st paper	1	\$435.00	\$435.00	\$435.00	\$0.00

Sales Tax: \$0.00

Total: \$435.00
Total Rem. Bal: \$0.00

Check Number(s): 101378

Check: \$435.00

Total Amount Tendered: \$435.00

Change Due: \$0.00

Balance: \$0.00

ORIGINAL