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ELECTRONICALLY FILED
 Superior Court of California,
 County of Solano
07/02/2025 at 10:29:54 AM
 By: S. Brack, Deputy Clerk

Attorneys for Plaintiff Mary Brown,
 on behalf of herself, all others similarly situated,
 and the general public,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO

MARY BROWN, on behalf of herself and all
 others similarly situated and on behalf of the
 general public,

Plaintiff,

v.

SCOOT EDUCATION INC., a Delaware
 corporation, and DOES 1 through 10,
 inclusive,

Defendants.

CASE NO: CU25-03746

Assigned to the Honorable Christine A. Carringer,
 Department 12

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

- 1. FAILURE TO PROVIDE MEAL PERIODS
 OR COMPENSATION IN LIEU THEREOF
 (LABOR CODE §§ 226.7, 512, AND 1198; IWC
 WAGE ORDER 4-2001)**
- 2. FAILURE TO REIMBURSE ALL BUSINESS-
 RELATED EXPENSES (LABOR CODE §
 2802)**
- 3. FAILURE TO COMPLY WITH ITEMIZED
 EMPLOYEE WAGE STATEMENT
 PROVISIONS (LABOR CODE § 226(a), (e))**
- 4. VIOLATION OF BUSINESS AND
 PROFESSIONS CODE § 17200 ET SEQ.**
- 5. PENALTIES PURSUANT TO LABOR CODE
 § 2699(f) FOR VIOLATIONS OF LABOR CODE
 §§ 226(a), 226.7, 512, 1198, AND 2802 AND
 PURSUANT TO LABOR CODE § 2699(a) FOR
 VIOLATIONS OF LABOR CODE §§ 226.3 AND
 558**

DEMAND FOR JURY TRIAL

Complaint Filed: April 22, 2025

1 Plaintiff MARY BROWN (“Plaintiff”), individually and on behalf of all similarly situated
2 individuals (the “Class”), on behalf of the general public, and as an “aggrieved employee” under the
3 Labor Code Private Attorneys General Act of 2004, complains of SCOOT EDUCATION INC., a
4 Delaware corporation, and/or any subsidiaries or affiliated companies (hereinafter referred to as
5 “Defendants”), as follows:

6 I.

7 **INTRODUCTION AND FACTUAL BACKGROUND**

8 1. This is a Class Action and Representative Action, pursuant to Code of Civil Procedure
9 § 382 and Labor Code § 2698 *et seq.*, on behalf of Plaintiff and all non-exempt employees who
10 currently work or formerly worked for Defendants within the State of California.

11 2. For at least four (4) years prior to the filing of this action and continuing to the present
12 (the “liability period”), Defendants have had consistent policies of failing to reimburse Plaintiff and
13 Class Members for all business-related expenses; provide Plaintiff and Class Members with
14 accurately itemized wage statements; and provide Plaintiff and Class Members with legally compliant
15 meal periods, or compensation in lieu thereof.

16 3. Plaintiff, on behalf of herself and Class Members, brings this action pursuant to Labor
17 Code §§ 226(a), 226.7, 512, 1198, and 2802 seeking compensation for all unpaid wages,
18 unreimbursed expenses, statutory penalties, injunctive and other equitable relief, and reasonable
19 attorneys’ fees and costs.

20 4. Plaintiff, on behalf of herself and Class Members, and pursuant to Business &
21 Professions Code §§ 17200-17208, seeks injunctive relief, restitution, and disgorgement of all
22 benefits Defendants enjoyed from their failure to pay all wages and expense reimbursement due to
23 Class Members.

24 5. Plaintiff, on behalf of herself and all Aggrieved Employees (as defined herein)
25 pursuant to Labor Code §§ 2698 *et seq.*, seeks penalties for Defendants’ various violations of the
26 California Labor Code.

27 6. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395
28 because Defendants employed Plaintiff and Class Members in Solano County, California.

1 **II.**

2 **PARTIES**

3 **A. Plaintiff**

4 7. Plaintiff MARY BROWN has worked for Defendants since February 2022 as a non-
5 exempt employee within the State of California, including in Solano County.

6 8. During her work with Defendants, Plaintiff is:

- 7 a. Willfully denied meal periods or compensation in lieu thereof;
8 b. Willfully denied the reimbursement of all business-related expenses; and
9 c. Willfully denied accurately itemized wage statements.

10 **B. Defendants**

11 9. Defendant SCOOT EDUCATION INC. is a Delaware corporation that employed
12 Plaintiff and Class Members in Solano County, California.

13 10. The true names and capacities, whether individual, corporate, associate, or otherwise,
14 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who
15 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
16 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
17 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
18 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
19 designated hereinafter as DOES when such identities become known.

20 11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
21 in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
22 business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally
23 attributable to the other Defendants.

24 12. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting
25 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
26 provisions of the California Labor Code as alleged herein.

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1 **III.**

2 **CLASS ACTION ALLEGATIONS**

3 13. Plaintiff brings this action on behalf of herself, and all others similarly situated as a
4 Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the
5 following Class composed of and defined as follows:

6 **THE CLASS**

7 All persons employed by Defendants in a non-exempt position in
8 California at any time since the date four years preceding the filing of
9 this Action and continuing through the present.

10 14. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or
11 modify this class description with greater specificity or further division into subclasses or limitation
12 to particular issues.

13 15. This action has been brought and may properly be maintained as a class action under
14 the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of
15 interest in the litigation and the proposed Class are easily ascertainable.

16 **A. Numerosity**

17 16. The potential Class Members as defined are so numerous that joinder of all Class
18 Members is impracticable. While the precise number of Class Members has not been ascertained at
19 this time, Plaintiff is informed and believes, and based thereon alleges, that Defendants currently
20 employ, and during the relevant time periods employed, over 100 persons in the State of California
21 who fall within the Class definition.

22 17. Accounting for turnover during the relevant period necessarily increases this number.
23 Plaintiff alleges Defendants' employment records would provide information as to the number and
24 location of Class Members. Joinder of Class Members is not practicable.

25 **B. Commonality**

26 18. There are questions of law and fact common to the Class that predominate over any
27 questions affecting only individual Class Members. These common questions of law and fact include,
28 without limitation:

- a. Whether Defendants failed to properly provide meal periods or compensation in lieu thereof to Plaintiff and Class Members, in violation of Labor Code §§ 226.7, 512, and 1198 and IWC Wage Order 4-2001;
- b. Whether Defendants failed to reimburse Plaintiff and Class Members for all business-related expenses, in violation of Labor Code § 2802;
- c. Whether Defendants failed to provide Plaintiff and Class Members with accurately itemized wage statements, in accordance with Labor Code § 226(a), (e); and
- d. Whether Plaintiff and Class Members are entitled to equitable relief pursuant to Business & Professions Code § 17200 *et seq.*

C. Typicality

19. The claims of the named Plaintiff are typical of the claims of Class Members. Plaintiff and Class Members sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. Adequacy of Representation

20. Plaintiff will fairly and adequately represent and protect the interests of Class Members. Counsel who represents Plaintiff are competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

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

22. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

1 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
2 action that would preclude its maintenance as a class action.

3 **IV.**

4 **CAUSES OF ACTION**

5 **FIRST CAUSE OF ACTION**

6 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

7 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

8 **(LABOR CODE §§ 226.7, 512, AND 1198 AND IWC WAGE ORDER 4-2001)**

9 23. Plaintiff incorporates paragraphs 1 through 22 of this Complaint as though fully set
10 forth herein.

11 24. Plaintiff and Class Members are entitled to one hour of pay for each day that
12 Defendants failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7,
13 512, and 1198 and IWC Wage Order 4-2001.

14 25. Defendants failed to pay proper premium wages to Plaintiff and Class Members who
15 were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 1198 and IWC Wage
16 Order 4-2001. Plaintiff and Class Members were routinely denied, and not authorized to take, a
17 timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a
18 second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours,
19 but were not paid premium wages of one hour's pay at the correct rate for each missed first or second
20 meal period. When Plaintiff and Class Members do receive a meal period, it is typically late, and no
21 premium meal period compensation is paid notwithstanding. This violates Labor Code §§ 226.7, 512,
22 and 1198 and IWC Wage Order 4-2001 and is alleged on behalf of Plaintiff and Class Members.

23 26. Pursuant to Labor Code §§ 226.7, 512, and 1198 and IWC Wage Order 4-2001,
24 Plaintiff seeks the payment of all meal period compensation and unpaid wages that Class Members
25 are owed for four years preceding the filing of this Action, according to proof.

26 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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V.

SECOND CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO REIMBURSE ALL BUSINESS-RELATED EXPENSES

(LABOR CODE § 2802)

27. Plaintiff incorporates paragraphs 1 through 26 of this Complaint as though fully set forth herein.

28. Pursuant to California Labor Code § 2802, Defendants must indemnify Plaintiff and Class Members for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties.

29. Specifically, Plaintiff and Class Members are required to use their personal cellular phone to perform work for Defendant, but are not reimbursed for these expenses.

30. As a proximate result of the aforementioned violations, Plaintiff and Class Members have been damaged in an amount according to proof at the time of trial.

31. Pursuant to Labor Code § 2802, Plaintiff and Class Members are entitled to recover from Defendants the full amount of the expenses they incurred in the performance of their job duties that have not been reimbursed, plus interest, reasonable attorney's fees, and costs of suit.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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VI.
THIRD CAUSE OF ACTION
PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS
FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS
(LABOR CODE § 226(a), (e))

32. Plaintiff incorporates paragraphs 1 through 31 of this Complaint as though fully set forth herein.

33. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must provide an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (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 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of her or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . , and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Defendants have failed to comply with Labor Code § 226(a).

34. Defendants failed to issue Plaintiff and Class Members wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). As stated above, Plaintiff and Class Members were not paid all wages due. As such, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1) total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9).

35. As a consequence of Defendants' willful conduct in failing to provide Class Members with accurately itemized wage statements, Plaintiff and Class Members have been injured because they are not able to ascertain all of the information required by Labor Code § 226(a). As a result,

1 Plaintiff and Class Members are entitled to penalties pursuant to Labor Code § 226(e) to recover the
2 greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100
3 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of
4 \$4,000 per employee, and are entitled to an award of costs, reasonable attorneys' fees, and injunctive
5 relief, pursuant to Labor Code § 226(h).

6 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

7 **VII.**

8 **FOURTH CAUSE OF ACTION**

9 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

10 **UNFAIR COMPETITION PURSUANT TO**

11 **BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

12 36. Plaintiff incorporates paragraphs 1 through 35 of this Complaint as though fully set
13 forth herein.

14 37. This is a Class Action for Unfair Business Practices. Plaintiff, on her own behalf and
15 on behalf of the general public, and on behalf of others similarly situated, brings this claim pursuant
16 to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this
17 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public,
18 and all Class Members. Plaintiff seeks to enforce important rights affecting the public interest within
19 the meaning of Code of Civil Procedure § 1021.5.

20 38. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204,
21 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
22 appropriate equitable relief.

23 39. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
24 practices.

25 40. Wage and hour laws express fundamental public policies. Properly providing
26 employees with all wages and expense reimbursement due are fundamental public policies of this
27 State and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to
28 enforce vigorously minimum labor standards, to ensure that employees are not required or permitted

1 to work under substandard and unlawful conditions, and to protect law-abiding employers and its
2 employees from competitors who lower their costs by failing to comply with minimum labor
3 standards.

4 41. Defendants have violated statutes and public policies. Through the conduct alleged in
5 this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
6 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
7 business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiff,
8 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
9 guaranteed to all employees under law.

10 42. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of
11 §17200 *et seq.* of the Business & Professions Code.

12 43. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise
13 of reasonable care should have known that the conduct was unlawful. As such, it is a violation of §
14 17200 *et seq.* of the Business & Professions Code.

15 44. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others
16 similarly situated have been damaged in a sum as may be proven.

17 45. Unless restrained by this Court, Defendants will continue to engage in the unlawful
18 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court
19 should make such orders or judgments, including the appointment of a receiver, as may be necessary
20 to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or
21 deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited
22 to, disgorgement of profits which may be necessary to restore Plaintiff and all Class Members to the
23 money Defendants have unlawfully failed to pay.

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VIII.

FIFTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 226(a), 226.7, 1198 AND 2802 AND PURSUANT TO LABOR CODE §
2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558

46. Plaintiff incorporates paragraphs 1 through 45 of this Complaint as though fully set forth herein.

47. As a result of the acts alleged above, including the Labor Code violations set forth herein, Plaintiff seeks penalties pursuant to Labor Code § 2698 *et seq.* against Defendants on behalf of all other employees employed by Defendants between April 22, 2024 and the present (“Aggrieved Employees”).

48. For each such violation, Aggrieved Employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 226(a), 226.7, 1198 and 2802; and
- b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 226.3 and 558.

49. Penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

50. On April 22, 2025, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of April 22, 2025. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

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RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages in the amount of one hour of wages for each day on which a meal period was not properly provided to Plaintiff and Class Members pursuant to Labor Code §§ 226.7 and 512;
2. For reimbursement of all expenses incurred by Plaintiff and Class Members, pursuant to Labor Code § 2802;
3. For penalties pursuant to Labor Code § 226(e) for Plaintiff and Class Members;
4. For injunctive relief pursuant to Labor Code § 226(h) for Plaintiff and Class Members;
5. For penalties pursuant to Labor Code § 226(f) for Plaintiff and Class Members;
6. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.* for Plaintiff and Class Members;
7. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
8. An award of prejudgment and post-judgment interest;
9. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h), 1198, 2802, and other applicable law;
10. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 1198, 2802, and other applicable law; and
11. Such other and further relief as this Court may deem just and proper.

Dated: July 2, 2025

Respectfully submitted,

GAINES LAW CORPORATION

By: 

EVAN S. GAINES

Attorneys for Plaintiff

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

Dated: July 2, 2025

Respectfully submitted,

GAINES LAW CORPORATION

By:



EVAN S. GAINES

Attorneys for Plaintiff

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PROOF OF SERVICE AND CERTIFICATION

I am employed in the County of VENTURA, State of California. I am over the age of 18 and not a party to the within action; my business address is 4550 East Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362.

____ (For messenger) my business address is:

On July 2, 2025, I served the foregoing document described as **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Fisher & Phillips LLP
21600 Oxnard Street Suite 650 | Woodland Hills, CA 91367
Nicole Kamm - nkamm@fisherphillips.com
Spencer Waldron - swaldron@fisherphillips.com
Lirit King - lking@fisherphillips.com
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Jennifer Gonzales - jgonzales@fisherphillips.com
Yessica Juarez – yjuarez@fisherphillips.com

____ (BY x U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more that one day after date of deposit for mailing in affidavit.

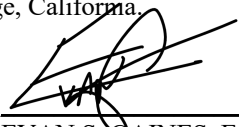
____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized carrier or driver authorized by the express carrier to receive documents.

 X (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission via email on the counsel of record listed above.

I certify that the above document was printed on recycled paper.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 2, 2025, at Westlake Village, California.



EVAN S. GAINES, ESQ.