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Attorneys for Plaintiff JUANA LUCIA FOLEY
individually and on behalf of all others similarly situated

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

JUANA LUCIA FOLEY, BARBARA GALVAN, GERMAINE SCOTT, and SPYNSIR TUCKER individually and on behalf of all others similarly situated,

Plaintiffs,

v.

FIRST STUDENT MANAGEMENT LLC, an Ohio Limited Liability Company; FIRST STUDENT, INC., a Delaware corporation; FIRST GROUP AMERICA, INC., a Delaware corporation; and DOES 1-50, inclusive,

Defendants.

CASE NO.: VCU323199

FIRST AMENDED CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Wages Including Overtime as Required by Labor Code §§ 510 and 1194
2. Failure to Provide Meal Periods as Required by Labor Code §§ 226.7, 512
3. Failure to Provide Rest Periods as Required by Labor Code §§ 226.7, 512
4. Failure to Provide Accurate Itemized Wage Statements as Required by Labor Code § 226
5. Failure to Indemnify Necessary Business Expenses as Required by Labor Code § 2802
6. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
7. Violation of Business & Professions Code § 17200, et seq.
8. Civil Penalties (Lab. Code §§2698 et seq.)

DEMAND FOR JURY TRIAL

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Attorneys for Plaintiffs
BARBARA GALVAN, GERMAINE SCOTT, AND SPYNSIR TUCKER

Plaintiffs JUANA LUCIA FOLEY, BARBARA GALVAN, GERMAINE SCOTT, and SPYNSIR TUCKER("Plaintiffs"), individually and on behalf of all others similarly situated (hereinafter collectively referred to as the "Class" or "Class Member"), hereby files this Complaint against Defendants FIRST STUDENT MANAGEMENT LLC, an Ohio Limited Liability Company, FIRST STUDENT, INC., a Delaware corporation; FIRST GROUP AMERICA, INC., a Delaware corporation; and DOES 1-50, inclusive (collectively "Defendants") and alleges on information and belief as follows:

I. JURISDICTION AND VENUE

1. This class action is brought pursuant to California Code of Civil Procedure §382. The monetary damages and restitution sought by Plaintiffs exceed the minimum jurisdiction limits of the California Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution Article VI §10, which grants the California Superior Court original jurisdiction in all causes except those given by statute to other courts. The statutes under which this action is brought do not give jurisdiction to any other court.

3. This Court has jurisdiction over Defendants because, upon information and belief, each Defendants either has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

4. The California Superior Court also has jurisdiction in this matter because the individual claims of the members of the Classes herein are under the seventy-five thousand dollar ($75,000.00) jurisdictional threshold for Federal Court and the aggregate claim, including attorneys' fees, is under the five million dollar ($5,000,000.00) threshold of the Class Action Fairness Act of 2005. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage Orders, CCP, California Civil Code ("CC") and B&PC.

5. Venue is proper in this Court because upon information and belief, one or more of the Defendants, reside, transact business, or have offices in this County and/or the acts or

omissions alleged herein took place in this County.

II. PARTIES

6. Plaintiff JUANA LUCIA FOLEY is a resident of California who has worked as a non-exempt hourly Bus Monitor for Defendants in California since approximately July 2023 and is currently employed by Defendants. Plaintiff's duties include but are not limited to helping students board and deboard the bus.

7. Plaintiff BARBARA GALVAN is a resident of California who worked for Defendants as a non-exempt, hourly employee in California from approximately November 2011 through November 2017.

8. Plaintiff GERMAINE SCOTT is a resident of California who worked for Defendants as a non-exempt, hourly School Bus Driver in California from approximately August 2001 to June 2021. Plaintiff Scott is personally familiar with, and has been personally affected by, the policies and practices described in this Complaint as a result of his employment with Defendants.

9. Plaintiff SPYNSIR TUCKER is a resident of California who worked for Defendants as a non-exempt, hourly School Bus Driver in California from approximately July 2017 to July 2021. Plaintiff Tucker is personally familiar with, and has been personally affected by, the policies and practices described in this Complaint as a result of her employment with Defendants.

10. Defendant FIRST STUDENT MANAGEMENT LLC, operates as a school bus transportation business in California. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last four years.

11. Plaintiffs are informed and believe, and thereupon allege that Defendant FIRST STUDENT, INC. is, and at all relevant times mentioned herein, a Delaware corporation doing business in the State of California.

12. Plaintiffs are informed and believe, and thereupon allege that Defendant FIRST GROUP OF AMERICA, INC. is, and at all relevant times mentioned herein, a Delaware corporation doing business in the State of California.

13. Plaintiffs are informed and believe, and thereupon allege that Defendant FIRST MANAGEMENT SERVICES, LLC is, and at all relevant times mentioned herein, a Delaware limited liability corporation doing business in the State of California.

14. Other than identified herein, Plaintiffs are unaware of the true names, capacities, relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiffs will amend this complaint when their true names and capacities are ascertained.

15. Plaintiffs are informed and believe and thereon allege that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and other members of the Class, and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believes and thereon alleges that each Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other defendants.

III. CLASS ACTION ALLEGATION

16. Plaintiffs bring this action individually and on behalf of all others similarly situated as a class action pursuant to Code of Civil Procedure § 382. The members of the Class are defined as follows:

> All individuals employed by First Student Inc., First Student Management, LLC and/or First Management Services LLC, as non-exempt employees in California from the period from April 9, 2021 to October 31, 2025 (collectively referred to as the "Class" or "Plaintiffs' Class" or "Class Members").

17. Plaintiffs also seek to represent the subclass(es) composed of and defined as follows:

> **Sub-Class 1:** All Class Members who are or were employed by Defendants who worked more than six or ten hours in a workday but were not provided with a timely, uninterrupted, duty-free thirty-minute meal period (hereinafter collectively referred to as the "Meal Period Subclass").

Sub-Class 2: All Class Members who are or were employed by Defendants who worked more than three and a half (3.5) or ten hours in a workday but were not authorized and permitted a rest period (hereinafter collectively referred to as the "Rest Period Subclass").

Sub-Class 3: All Class Members who are or were employed by Defendants at any time between April 2024 and the present and who received wage statements from Defendant (hereinafter collectively referred to as the "Wage Statement Subclass").

Sub-Class 4: All Hourly Employee Class members who separated from their employment with Defendants during the period beginning three years before the filing of this action and ending when final judgment is entered (hereinafter collectively referred to as the "Waiting Time Penalty Subclass").

Sub-Class 5: All current and former hourly non-exempt drivers employed by Defendants in California at any time within the four years prior to the filing of the initial complaint in the *Provencio* Action and through the date notice if mailed to a certified class who did not receive indemnification to reimburse them for the necessary expenditures incurred in the discharge of their duty (hereinafter collectively referred to as the "Expense Reimbursement Subclass").

Sub-Class 6: All persons employed by Defendants and/or any staffing agencies and/or any other third parties in hourly or non-exempt positions in California during the Relevant Time Period (hereinafter collectively referred to as the "Hourly Employee Subclass").

Sub-Class 7: All Class Members who are or were employed by Defendants and subject to Defendant's Unfair Business Practices (hereinafter collectively referred to as the "Unfair Business Practice Subclass").

18. Plaintiffs reserve the right under California Rule of Court 3.765(b) and other applicable laws to amend or modify the class definition with respect to issues or in any other ways. Plaintiffs are a member of the Class as well as each of the Sub-Classes.

19. The term "Class" includes Plaintiffs and all members of the Class and each of the Sub-Classes, if applicable. Plaintiffs seek class-wide recovery based on the allegations set forth in this complaint.

20. There is a well-defined community of interest in the litigation, and the proposed

Class is easily ascertainable through the records Defendants are required to keep.

21. Numerosity. The members of the Class are so numerous that individual joinder of all of them as Plaintiffs is impracticable. While the exact number of the Class members is currently unknown to Plaintiffs, Plaintiffs are informed and believe and thereon alleges that there are at least 100 (one hundred) Class members.

22. Commonality. Common questions of law and fact exist as to all Class members and predominate over any questions that affect only individual members of the Class. These common questions include, but are not limited to:

i. Whether Defendants failed to pay minimum wage compensation to Plaintiffs and Class Members for all hours worked.

ii. Whether Defendants failed to accurately calculate the regular rate of pay and to pay overtime to Plaintiffs and Class Members;

iii. Whether Defendants violated Labor Code sections 226.7, 512, and applicable IWC Wage Orders, by failing to provide meal periods and failing to authorize and permit daily rest periods to Plaintiffs and Class Members for every four hours or major fraction thereof worked and failing to compensate said employees one hours wages in lieu of meal periods and rest periods;

iv. Whether Defendants failed to maintain accurate time record including recording Plaintiffs and Class Members' meal periods pursuant to Labor Code sections 1174.5 and the applicable IWC Wage Orders;

v. Whether Defendants provided accurate itemized wage statements pursuant to Labor Code section 226;

vi. Whether Defendants failed to reimburse business expenses incurred pursuant to Labor Code section 2802;

vii. Whether Defendants failed to timely pay wages upon separation from Defendants' employ pursuant to Labor Code section 203;

viii. Whether Defendants violated Business and Professions

Code and Labor Code sections 510, 512, 558, 226, 226.3, 226.7, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and applicable IWC Wage Orders which violation constitutes a violation of fundamental public policy;

ix. Whether Plaintiffs and the Members of the Plaintiffs' Class are entitled to equitable relief pursuant to Business and Professions Code section 17200, *et. seq.*

23. Typicality. Plaintiffs' claims herein alleged are typical of those claims which could be alleged by any member of the Class and/or Subclass, and the relief sought is typical of the relief which would be sought by each member of the Class and/or Subclass in separate actions. Plaintiffs and all members of the Class and or Subclass sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of California laws, regulations, and statutes as alleged herein.

24. Adequacy. Plaintiffs are qualified to and will fairly and adequately protect the interests of each member of the Class and/or Subclass with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs acknowledge an obligation to make known to the Court any relationships, conflicts, or differences with any member of the Class and/or Subclass. Plaintiffs' attorneys and the proposed Counsel for the Class and Subclass are versed in the rules governing class action discovery, certification, litigation, and settlement and experienced in handling such matters. Other former and current employees of Defendants may also serve as representatives of the Class and Subclass if needed.

25. Superiority. A class action is superior to other available means for the fair and efficient adjudication of the claims of the Class and would be beneficial for the parties and the court. Class action treatment will allow many similarly situated persons to prosecute their common claims in a single forum, simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would require. The damages suffered by each Class member are relatively small in the sense pertinent to class action analysis, and the expense and burden of individual litigation would make it extremely difficult or impossible for the individual Class Members to seek and obtain individual relief. A class action

will serve an important public interest by permitting such individuals to effectively pursue recovery of the sums owed to them. Further, class litigation prevents the potential for inconsistent or contradictory judgments raised by individual litigation.

26. Public Policy Considerations: Employers in the state of California violate employment and labor laws everyday. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers may damage their future endeavors through negative references and/or other means. The nature of this action allows for the protection of current and former employees' rights without fear or retaliation or damage.

IV. FACTUAL ALLEGATIONS

27. At all times set forth herein, Defendants employed Plaintiffs and other people in the capacity of non-exempt positions, however titled, throughout the state of California.

28. Plaintiffs are informed and believe that the Class Members have at all times pertinent hereto been Non-Exempt within the meaning of the California Labor Code and the implementing rules and regulations of the IWC California Wage Orders.

29. Defendants continue to employ Non-Exempt Employees, however titled, in California and implement a uniform set of policies and practices to all non-exempt employees, as they were all engaged in the generic job duties related to Defendants' operations.

30. Plaintiffs are informed and believe, and thereon allege, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

31. On information and belief, during the relevant time frame, Plaintiffs and Class Members frequently worked well over eight (8) hours in a day and forty (40) hours in a work week.

32. During the relevant time frame, Defendants compensated Plaintiffs and Class Members based upon an hourly rate.

33. On information and belief, during the relevant time frame, Plaintiffs and Class Members typically worked approximately 5 days with approximately nine (9) hour shifts.

34. Plaintiffs are informed and believe that the Class Members were required to keep similar schedules.

Off-the-Clock Work

35. Plaintiffs are informed and believe, and thereon allege, that Defendants failed to compensate Plaintiffs and Class Members for all time worked resulting in an underpayment of minimum and overtime wages as a consequence of Defendant subjecting Plaintiffs and Class Members to off-the-clock work. For instance, at the end of each shift, Plaintiffs and Class Members typically spent approximately 15-30 minutes per day cleaning the buses which includes disinfecting the seats for the health and safety of Defendants' employees and the child passengers.

36. Plaintiffs and the Class Members regularly started work before their scheduled work hours and were not paid for this time. Plaintiffs and the Class Members were able to clock in and out for each shift using a timekeeping device located inside the bus they drove.

37. Plaintiffs and similarly situated drivers worked more minutes per shift than Defendants credited them with having worked. Specifically, Defendants required Plaintiffs and similarly situated drivers to perform numerous job duties off-the-clock without being paid for that time, including but not limited to the following:

a. After providing Plaintiffs and similarly situated drivers the addresses for the stops they would be assigned to make each workday, Defendants required Plaintiffs and similarly situated drivers to research and plan their routes;

b. After Plaintiffs and similarly situated drivers researched and planned their routes, Defendants required Plaintiffs and similarly situated drivers to perform a "dry run" of the routes they planned and stops that they would make in their personal vehicles;

c. Before clocking in for their shifts each workday, Defendants required Plaintiffs and similarly situated drivers to arrive at Defendants' yard before the start of their shift, retrieve the keys to

their assigned bus from the office, locate their assigned bus in the unorganized yard, insert the key into the bus's ignition and turn all lights on, open the service door to retrieve the "wand," then wave the "wand" by the bus's on-board sensor in order to clock in for the start of their shift;

d. Similarly, upon returning to Defendants' yard at the end of their shift, Plaintiffs and similarly situated drivers waived their "wand" to clock out of their shift each workday and, after clocking out, Defendants required that Plaintiffs and similarly situated drivers perform "child checks" to ensure no children had been left on board the bus, hang a sign in the bus window indicating that the "child check" had been performed, reconcile daily paperwork, and return the paperwork and bus key to the office before being released from Defendants' control; and

e. Finally, Defendants required that Plaintiffs and similarly situated drivers attend various trainings, meetings and biddings without being paid for that time.

38. Defendants knew or should have known that Plaintiffs and the Class Members were performing work before and after their scheduled work shifts and failed to pay Plaintiffs and the putative class for these hours.

39. Defendants failed to keep an accurate record of hours worked by Plaintiffs and Class Members.

40. As a result of performing off-the-clock work that was directed, permitted and/or otherwise encouraged by Defendants, Plaintiffs and Class Members should have been paid for this time. Instead, Defendants only paid Plaintiffs and the putative class based on the time they were clocked in for their shifts and did not pay Plaintiffs and the putative class for any of the time spent working off-the-clock.

41. As a result of the above practices, Plaintiffs and Class Members were not

compensated correctly for minimum and overtime wages.

Missed Meal Periods

42. Plaintiffs and the Class Members were regularly required to work shifts more than five hours without being provided a lawful meal period and over ten hours in a day without being provided a second lawful meal period as required by law.

43. Indeed, during the relevant time, as a consequence of Defendants' staffing and scheduling practices, lack of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiffs and the Class Members timely, legally compliant, uninterrupted 30-minute meal periods on shifts over five hours as required by law.

44. Similarly, as a consequence of Defendants' staffing and scheduling practices, lack of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiffs and the Class Members legally compliant second meal periods on shifts over ten hours as required by law.

45. On information and belief, Plaintiffs and Class Members did not waive their rights to meal periods under the law.

46. Plaintiffs and the Class Members were not provided with valid lawful on-duty meal periods.

47. Despite the above-mentioned meal period violations, Defendants failed to compensate Plaintiffs, and on information and belief, failed to compensate Class Members, one additional hour of pay at their regular rate as required by California law when meal periods were not timely or lawfully provided in a compliant manner.

48. Plaintiffs are informed and believe, and thereon allege, that Defendants know, should know, knew, and/or should have known that Plaintiffs and the other Class Members were entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but were not receiving such compensation.

Missed Rest Breaks

49. During the relevant time frame, Plaintiffs and the Non-Exempt Employees were systematically not authorized and permitted to take one net ten-minute paid, rest period for every

four hours worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.

50. Defendants maintained and enforced scheduling practices, policies, and imposed work demands that frequently required Plaintiffs and Class Members to forego their lawful, paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to provide relief for Plaintiffs and Class Members to take their lawfully required breaks.

51. Despite the above-mentioned rest period violations, Defendants did not compensate Plaintiffs, and on information and belief, did not pay Class Members one additional hour of pay at their regular rate as required by California law, including Labor Code section 226.7 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized and permitted.

Wage Statements

52. Defendants also failed to provide accurate, lawful itemized wage statements to Plaintiffs and the Class Members in part because of the above specified violations. In addition, upon information and belief, Defendants omitted an accurate itemization of total hours worked, including premiums due and owing for meal and rest period violations, gross pay and net pay figures from Plaintiffs and the Class Members' wage statements. Defendants wage statements also fail to provide the total hours for "Driver Monit" itemizations.

Expense Reimbursement

53. Defendants also failed to reimburse Plaintiffs and Class Members for business expenses incurred pursuant to Labor Code section 2802. For instance, Plaintiffs and Class Members would often have to purchase their own tools and cleaning supplies to ensure the health and safety of the buses. Further, Defendants supplied Plaintiffs and Class Members uniforms, which Plaintiffs and Class Members would be responsible for cleaning. Defendants did not reimburse Plaintiffs and Class Members for uniform maintenance. Defendants maintained a policy, practice, and/or procedure whereby they passed ordinary business expenses to Plaintiffs and similarly situated drivers in multiple regards:

a. Defendant required Plaintiffs and similarly situated drivers to use either their personal cell phones and/or personal computers in order to research and plan their routes after they were assigned locations and daily stops by Defendants;

b. Defendants required Plaintiffs and similarly situated drivers to use their personal vehicles to make "dry runs" of the routes that they researched and planned;

c. Defendants required Plaintiffs and similarly situated drivers to purchase cleaning supplies at their own expense to clean their busses as required by Defendants;

d. On a daily basis, Defendants required Plaintiffs and similarly situated drivers to use their personal cell phones to receive calls and messages from Defendants' dispatch regarding any updates or changes to their daily routes and to contact clients at stops if they were not outside waiting for drivers' arrival or did not come outside in a reasonable amount of time. In addition, Defendants required that Plaintiffs and similarly situated drivers use their personal cell phones GPS functionality to monitor traffic and ensure they were taking the most efficient route to each stop.

54. Upon information and belief, Defendants knew and should have known that it is improper to implement policies and commit unlawful acts such as:

a. requiring employees to work four (4) hours or a major fraction thereof without being provided a minimum ten (10) minute rest period and without compensating the employees with one (1) hour of pay at the employees' regular rate of compensation for each workday that a rest period was not provided;

b. failing to pay all wages including overtime wages;

c. failing to provide accurate itemized wage statements;

d. failing to reimburse business expenses;

e. failing to timely pay wages upon separation; and

f. conducting and engaging in unfair business practices.

55. In addition to the violations above, and on information and belief, Defendants knew they had a duty to compensate Plaintiffs and Class Members for the allegations asserted herein, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

56. Plaintiffs and Class Members they seek to represent are covered by, and Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable provisions of California Code of Regulations, Title 8, section 11000 *et seq*.

FIRST CAUSE OF ACTION

FAILURE TO PAY WAGES INCLUDING OVERTIME

(Against All Defendants)

57. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

58. At all times relevant, the IWC wage orders applicable to Plaintiffs' and the Class require employers to pay their employees for each hour worked at least minimum wage. "Hours worked" means 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, and in the case of an employee who is required to reside on the employment premises, that time spent carrying out assigned duties shall be counted as hours worked.

59. At all relevant times, Labor Code §1197 provides that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the established minimum is unlawful. Further, pursuant to the IWC Wage Order and Labor Code, Plaintiffs and Class Members are to be paid minimum wage for each hour worked, and cannot be averaged At all times relevant, the IWC wage orders applicable to Plaintiffs and Class Members' employment by Defendants provided that employees working for more than eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime

compensation at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week. An employee who works more than twelve (12) hours per day is entitled to overtime compensation at a rate of twice the regular rate of pay.

60. At all relevant times, Labor Code §1197.1 states "[a]ny employer or other persons acting individually as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties pursuant to Section 203.

61. Labor Code §510 codifies the right to overtime compensation at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week and to overtime compensation at twice the regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a particular work week.

62. At all times relevant, Plaintiffs and Class Members regularly performed non-exempt work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR § 11000, et. seq. and the Labor Code.

63. At all times relevant, Plaintiffs and Class Members consistently worked in excess of eight (8) hours in a day and/or forty (40) hours in a week and Defendant's failed to accurately calculate overtime pay to Plaintiffs and Class Members.

64. At all times relevant, Defendants have failed to accurately pay minimum and overtime owed to Plaintiffs and Class Members.

65. Accordingly, Defendants owe Plaintiffs and Class Members minimum and overtime wages and have failed to pay Plaintiffs and Class Members their wages owed.

66. Pursuant to Labor Code §§ 510, 558 and 1194, Plaintiffs and Class Members are entitled to recover their unpaid wages and overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

(Against All Defendants)

67. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

68. Pursuant to Labor Code §512, no employer shall employ an employee for a work period of more than five (5) hours without providing a meal break of not less than thirty (30) minutes in which the employee is relieved of all his or her duties. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

69. Pursuant to the IWC wage orders applicable to Plaintiffs and Class Members' employment by Defendants, in order for an "on duty" meal period to be permissible, the nature of the work of the employee must prevent an employee from being relieved of all duties relating to his or her work for the employer and the employees must consent in writing to the "on duty" meal period. On information and belief, Plaintiffs and Class Members did not consent in writing to an "on duty" meal period. Further, the nature of the work of Plaintiffs and Class Members was not such that they were prevented from being relieved of all duties. Despite the requirements of the IWC wage orders applicable to Plaintiffs' and Class Members' employment by Defendants and Labor Code §512 and §226.7, Defendants did not provide Plaintiffs and Class Members with all their statutorily authorized meal periods.

70. For the four (4) years preceding the filing of this lawsuit, Defendants failed to provide Plaintiffs and Class Members with timely and uninterrupted meal periods of not less than thirty (30) minutes pursuant to the IWC wage orders applicable to Plaintiffs and Class Members' employment by Defendants. As a proximate result of the aforementioned violations, Plaintiffs and the other Class Members have been damaged in an amount according to proof at time of trial.

71. By their failure to provide a compliant meal period for each shift worked over five

(5) hours and their failure to provide a compliant second meal period for any shift worked over ten (10) hours per day by Plaintiffs and the Class Members, and by failing to provide compensation in lieu of such non-provided meal periods, as alleged above, Defendants violated the provisions of Labor Code sections 226.7 and 512 and applicable IWC Wage Orders.

72. Plaintiffs and the Class Members Plaintiffs seek to represent did not voluntarily or willfully waive their entitlement to receive meal periods and were regularly required to work shifts without being provided with all their legally required meal periods. Defendants created a working environment in which Plaintiffs and Class Members were not provided with all their meal periods due to shift scheduling and/or work-related demands placed upon them by Defendants as well as a lack of sufficient staffing to meet the needs of Defendants' business as discussed above. On information and belief, Defendants implemented a policy and practice which resulted in systematic and class-wide violations of the Labor Code. On information and belief, Defendants' violations have been widespread throughout the liability period and will be evidenced by Defendants' time records for the Class Members.

73. As a result of the unlawful acts of Defendants described herein, Plaintiffs and the Class Members they seek to represent have been deprived of premium wages in amounts to be determined at trial. Pursuant to Labor Code §226.7, Plaintiffs and Class Members are entitled to recover one (1) hour of premium pay for each day in which a meal period was not provided, along with interest and penalties thereon, attorneys' fees, and costs.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

(Against All Defendants)

74. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

75. Pursuant to the IWC wage orders applicable to Plaintiffs' and Class Members' employment by Defendants, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period…. [The] authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)

minutes net rest time per four (4) hours worked or major fraction thereof…. Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages." Labor Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period mandated by an applicable order of the IWC.

76. Defendants were required to authorize and permit employees such as Plaintiffs and Class Members to take rest periods, based upon the total hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages. Despite said requirements of the IWC wage orders applicable to Plaintiffs' and Class Members' employment by Defendants, Defendants failed and refused to authorize and permit Plaintiffs and the Class Members to take ten (10) minute rest periods for every four (4) hours worked, or major fraction thereof.

77. On information and belief Defendants created a working environment in which Plaintiffs and Class Members were not provided with all their rest periods due to shift scheduling and/or work-related demands placed upon them by Defendants to meet the needs of Defendants' business as discussed above. On information and belief, Defendants implemented a policy and practice which resulted in systematic and class-wide violations of the Labor Code. On information and belief, Defendants' violations have been widespread throughout the liability period.

78. As a proximate result of the aforementioned violations, Plaintiffs and Class Members have been damaged in an amount according to proof at time of trial. Pursuant to Labor Code §226.7, Plaintiffs and Class Members are entitled to recover one (1) hour of premium pay for each day in which Defendants failed to provide a rest period to Plaintiffs and the Class, plus interest and penalties thereon, attorneys' fees, and costs.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Against All Defendants)

79. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

80. Section 226(a) states that An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (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 his 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.

81. Section 226(a) of the California Labor Code requires Defendants to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Plaintiffs and the Class including applicable hourly rates among other things. Defendants have knowingly and intentionally failed to comply with Labor Code section 226 and 204 on wage statements that have been provided to Plaintiffs and the Class.

82. IWC Wage Orders require Defendants to maintain time records showing, among others, when the employee begins and ends each work period, meal periods, split shift intervals and total daily hours worked in an itemized wage statement and must show all deductions and reimbursements from payment of wages, and accurately report total hours worked by Plaintiffs and the Class. On information and belief, Defendants have failed to record all or some of the items delineated in Industrial Wage Orders and Labor Code §226.

83. Defendants have failed to accurately record all time worked.

84. Defendants have also failed to accurately record the rest period premiums owed and all wages owed per pay period.

85. Plaintiffs and the Class have been injured as they were unable to determine whether they had been paid correctly for all hours worked per pay period among other things.

86. Pursuant to Labor Code section 226, Plaintiffs and the Class are entitled up to a

maximum of $4,000 each for record keeping violations.

87. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

FIFTH CAUSE OF ACTION

FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES

(Against All Defendants)

88. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

89. Labor Code § 2802 requires Defendants to indemnify Plaintiffs and Class Members for necessary expenditures incurred in direct consequences of the discharge of his or her duties. As a necessary part of employment, Plaintiffs and on information and belief Class Members, were not adequately reimbursed by Defendants for expenses related to the purchase of tools and cleanings supplies, the use of personal cellphones and personal vehicles, which was incurred as a direct consequence of the discharge of duties by Plaintiffs and Class Members. Despite these realities of the job, Defendants failed to provide reimbursements.

90. Labor Code §2804 states in pertinent part: "Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his or her personal representative of any right or remedy to which he is entitled under the laws of this State."

91. As a result of the unlawful acts of Defendants, Plaintiffs and the Class Members have been deprived of un-reimbursed expense amounts to be determined at trial, and are entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code § 2802.

FIRST CAUSE OF ACTION

FAILURE TO TIMELY PAY ALL FINAL WAGES

(Lab. Code §§ 201-203)

(Against All Defendants)

92. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

93. At all relevant times, Plaintiffs and Class Members have been entitled, upon the end of their employment with Defendants, to timely payment of all wages earned and unpaid before termination or resignation.

94. At all relevant times, pursuant to Labor Code section 201, employees who have been discharged have been entitled to payment of all final wages immediately upon termination.

95. At all relevant times, pursuant to Labor Code section 202, employees who have resigned after giving at least seventy-two (72) hours' notice of resignation have been entitled to payment of all final wages at the time of resignation.

96. At all relevant times, pursuant to Labor Code section 202, employees who have resigned after giving less than seventy-two (72) hours' notice of resignation have been entitled to payment of all final wages within seventy-two (72) hours of giving notice of resignation.

97. During the applicable limitations period, Defendants failed to pay Plaintiffs all their final wages in accordance with the Labor Code by failing to timely pay them all their final wages.

98. Plaintiffs are informed and believe, and thereupon allege that, at all relevant times during the applicable limitations period, Defendants have failed to timely pay Class Members all their final wages in accordance with the Labor Code.

99. Plaintiffs are informed and believe, and thereupon allege that, at all relevant times during the applicable limitations period, Defendants have maintained a policy or practice of paying Class Members their final wages without regard to the requirements of Labor Code sections 201 or 202 by failing to timely pay them all final wages.

100. Plaintiffs are informed and believe so allege that Defendants' failure to timely pay all final wages to them and Class Members have been willful in that Defendants have the ability to

pay final wages in accordance with Labor Code sections 201 and/or 202 but have intentionally adopted policies or practices that are incompatible with those requirements.

101. Pursuant to Labor Code sections 203 and 218.6, Plaintiffs, on behalf of themselves and Class Members, seek waiting time penalties from the dates that their final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

102. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiffs, on behalf of themselves and Class Members, seek awards of reasonable attorneys' fees and costs

SEVENTH CAUSE OF ACTION

VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200, et.seq.

(Against All Defendants)

103. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

104. Defendants' conduct, as alleged in this complaint, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs and Class Members, Defendants' competitors, and the general public. Plaintiffs seeks to enforce important rights affecting the public interest within the meaning of the California Code of Civil Procedure §1021.5.

105. Defendants' policies, activities, and actions as alleged herein, are violations of California law and constitute unlawful business acts and practices in violation of California Business and Professions Code §§17200, et seq.

106. A violation of California Business and Professions Code §§17200, et seq., may be predicated on the violation of any state or federal law. Defendants' policy of failing to accurately pay overtime, failing to pay minimum wages, failing to reimburse business expenses, failing to provide accurate itemized wage statements and failing to provide Plaintiffs and the Class with rest breaks or the one (1) hour of premium pay when a rest break period was not provided or provided outside of the required time frames, violates Labor Code § 226, §512, §226.7, § 1194, § 2802 and applicable IWC Wage Orders and California Code of Regulations.

107. Plaintiffs and Class Members have been personally aggrieved by Defendants'

unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

108. Pursuant to California Business and Professions Code §§17200, et seq., Plaintiffs and Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four (4) years prior to the filing of this complaint; an award of attorneys' fees, interest; and an award of costs.

EIGHTH CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§2698 *et seq.*)

(Against All Defendants)

109. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

110. During the applicable limitations period, Defendants have violated Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, 1198 and 2802.

111. Labor Code sections 2699(a) and (g) authorize an aggrieved employee, on behalf of herself and other current and former employees, to bring a representative civil action to recover civil penalties pursuant to the procedures set forth in Labor Code section 2699.3 that may, but need not, be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

112. Plaintiffs, former and current employees against whom Defendants committed one or more of the alleged Labor Code violations during the applicable limitations period, are aggrieved employees within the meaning of Labor Code section 2699(c).

113. Pursuant to Labor Code sections 2699(a) and (f), Plaintiffs seek the following civil penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, 1198 and 2802:

a. For violations of Labor Code sections 201, 202, 203, 212, 226.7, 1194, 1198 and 2802, $100 for each employee per pay period for each initial violation and $200 for each employee per pay period for each

subsequent violation (penalties set by Labor Code section 2699(f)(2));

b. For violations of Labor Code section 203, a penalty in an amount not exceeding thirty days pay as waiting time (penalties set by Labor Code section 256);

c. For violations of Labor Code section 204, $100 for each employee for each initial violation that was neither willful nor intentional, $200 for each employee, plus 25% of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and $200 for each employee, plus 25% of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code section 210);

d. For violations of Labor Code section 223, $100 for each employee for each initial violation that was neither willful nor intentional, $200 for each employee, plus 25% of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and $200 for each employee, plus 25% of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code section 225.5);

e. For violations of Labor Code section 226(a), if this action is deemed to be an initial citation, $250 for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, $1,000 for each employee for each violation (penalties set by Labor Code section 226.3);

f. For violation of Labor Code sections 510 and 512, $50 for each employee for each initial pay period for which the employee was underpaid, and $100 for each employee for each subsequent pay

period for which the employee was underpaid (penalties set by Labor Code section 558);

g. For violations of Labor Code section 1197, $100 for each aggrieved employee for each initial violation of Labor Code section 1197 that was intentional, and $250 for each aggrieved employee per pay period for each subsequent violation of Labor Code section 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code section 1197.1);

h. Pursuant to Labor Code section 2699(g), Plaintiffs seek award of reasonable attorneys' fees and costs in connection with their claims for civil penalties

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants, as follows:

Class Certification

1. That this action be certified as a class action;

2. That Plaintiffs be appointed as the representatives of the Class;

3. That Plaintiffs be appointed as the representatives of the Subclass; and

4. That counsel for Plaintiffs is appointed as counsel for the Class and Subclass.

On the First Cause of Action

1. For compensatory damages equal to the unpaid balance of minimum wage compensation and overtime owed to Plaintiffs and Class members as well as interest and costs;

2. For reasonable attorneys' fees and costs pursuant to Labor Code §§ 510, and 1194;

3. For liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon pursuant to Labor Code §§ 1194.2, 558;

4. For such other and further relief as the Court deems proper.

On the Second Cause of Action

1. For one (1) hour of premium pay for each day in which a required meal period was not provided or not provided in a timely manner; and

2. For such other and further relief as the Court deems proper.

On the Third Cause of Action

1. For one (1) hour of premium pay for each day in which a required rest period was not authorized or permitted; and

2. For such other and further relief as the Court deems proper.

On the Fourth Cause of Action

1. For statutory penalties pursuant to Labor Code §226;

2. For interest for wages untimely paid;

3. For penalties pursuant to Labor Code §226.3; and

4. For such other and further relief as the Court deems proper.

On the Fifth Cause of Action

1. For statutory penalties pursuant to Labor Code §2802;

2. For interest for wages untimely paid; and

3. For such other and further relief as the Court deems proper.

On the Sixth Cause of Action

1. For statutory penalties pursuant to Labor Code §203;

2. For interest for wages untimely paid; and

3. For such other and further relief as the Court deems proper.

On the Seventh Cause of Action

1. That Defendants, jointly and/or severally, pay restitution of sums to Plaintiffs and Class Members for their past failure to accurately pay overtime, failing to pay minimum wages, failing to reimburse business expenses, failing to provide accurate itemized wage statements and failing to provide Plaintiffs and the Class with meal periods and rest breaks or the one (1) hour of premium pay when a meal or rest break period was not provided or provided outside of the required time frames as described herein to Plaintiffs and Class Members over the last four (4) years in an amount according to proof;

2. For pre-judgment interest on any unpaid wages due from the day that such amounts were due;

3. For reasonable attorneys' fees that Plaintiffs and Class Members are entitled to recover;

4. For costs of suit incurred herein; and

5. For such other and further relief as the Court deems proper.

On the Eighth Cause of Action

1. For statutory penalties pursuant to Labor Code §2698 et. seq.; and

2. For such other and further relief as the Court deems proper;

DEMAND FOR JURY TRIAL

Plaintiffs and members of the Class and Subclass request a jury trial in this matter.

Dated: October 20, 2026

JAMES HAWKINS APLC

By: /s/ Gregory Mauro
JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.

Attorneys for Plaintiff JUANA LUCIA FOLEY individually and on behalf of all others similarly situated.

Dated: October 20, 2026

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Dated: October 20, 2026

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Dated: October 20, 2026

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PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On November 20, 2026, I served on the interested parties in this action the following document(s) entitled:

- **FIRST AMENDED COMPLAINT**

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Alma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST

(See attached service list)

[XX] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on November 20, 2026, at Irvine, California

Alma Chavarin
Alma Chavarin

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