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Electronically Filed
Superior Court of California
County of San Joaquin
2025-10-23 10:59:50
Clerk: Tracy Hoffmaster

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN COUNTY**

ANNAALICIA MARIE LEBLANC, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

YOUNG ADULT INSTITUTE, INC., a
New York nonprofit corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2025-0011697

[Assigned for all purposes to the Hon. George J.
Abdallah, in Department 10A]

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

(1) VIOLATION OF LABOR CODE § 226.7;

**(2) VIOLATION OF LABOR CODE §§ 226.7
AND 512;**

**(3) VIOLATION OF LABOR CODE §§ 510,
558, AND 1194;**

**(4) VIOLATION OF LABOR CODE § 226;
and**

**(5) VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200, *ET SEQ.***

**(6) VIOLATION OF CALIFORNIA LABOR
CODE § 2698, *ET SEQ.***

DEMAND EXCEEDS \$35,000.00

1 Plaintiff Annaalicia Marie LeBlanc (“Plaintiff”) hereby submits this class and
2 representative action complaint (“Complaint”) against Defendant Young Adult Institute, Inc. (the
3 “Company” or “Defendant”) and Does 1-50 (hereinafter collectively referred to as
4 “Defendants”), as an individual and on behalf of the Class of all other similarly situated current
5 and former employees of Defendant for penalties and/or damages for violations of the California
6 Labor Code and the California Business and Professions Code § 17200 *et seq.*, as follows:

7 **INTRODUCTION**

8 1. This class and representative action is within the Court’s jurisdiction under
9 California Labor Code sections 226, 226.7, 510, 512, 558, 1194 and 2698 *et. seq.*, California
10 Business and Professions Code § 17200, *et seq.* (the “UCL”), and the applicable Wage Orders of
11 the California Industrial Welfare Commission (“IWC”).

12 2. This Complaint challenges systemic illegal employment practices resulting in
13 violations of the California Labor Code and the UCL against individuals who worked for
14 Defendant.

15 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 jointly and severally have acted intentionally and with deliberate indifference and conscious
17 disregard to the rights of all employees by: (a) failing to provide duty-free rest periods, or pay
18 premium compensation at the regular rate of pay, in violation of Labor Code section 226.7; (b)
19 failing to provide duty-free meal periods, or pay premium compensation at the regular rate of
20 pay, in violation of Labor Code sections 226.7 and 512; (c) failing to pay overtime at the correct
21 regular rate of pay, in violation of Labor Code sections 510, 558, and 1194; (d) failing to provide
22 accurate itemized wage statements to employees, in violation of Labor Code section 226(a); and
23 (e) engaging in unfair business practices in violation of the UCL, the California Labor Code, and
24 the applicable IWC Wage Orders.

25 4. Plaintiff is informed and believes, and based thereon alleges, that Defendant has
26 engaged in, among other things a system of willful violations of the California Labor Code and
27 the UCL by creating and maintaining policies, practices, and customs that knowingly deny
28 employees the above stated rights and benefits.

1 5. The policies, practices, and customs of Defendant described above and below
2 have resulted in unjust enrichment of Defendant and an unfair business advantage over
3 businesses that routinely adhere to the strictures of the California Labor Code and the UCL.

4 **JURISDICTION AND VENUE**

5 6. The Court has jurisdiction over the violations of the California Labor Code
6 sections 226, 226.7, 510, 512, 558, 1194 and 2698 *et. seq.*, the UCL, and the applicable IWC
7 Wage Orders.

8 7. Venue is proper in San Joaquin County because Defendant maintains business
9 locations in this County and Plaintiff worked for Defendant in San Joaquin County.

10 **PARTIES**

11 8. Plaintiff was employed by Defendant during the approximate period of June 2025
12 to on or about August 2025. For the duration of Plaintiff's employment, Plaintiff was an hourly,
13 non-exempt employee.

14 9. Plaintiff is informed and believes and based thereon alleges that Defendant Young
15 Adult Institute, Inc. was and is a nonprofit corporation doing business in the State of California,
16 including in San Joaquin County.

17 10. Plaintiff is informed and believes, and based thereon alleges, that at all times
18 herein mentioned Defendant and Does 1 through 50 are and were business entities, individuals,
19 and partnerships, licensed to do business and actually doing business in the State of California.

20 11. As such and based upon all the facts and circumstances incident to Defendants'
21 business in California, Defendants are subject to California Labor Code sections 226, 226.7, 510,
22 512, 558, 1194 and 2698 *et. seq.*, and the UCL.

23 12. Plaintiff does not know the true names or capacities, whether individual, partner,
24 or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason,
25 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
26 complaint when the true names and capacities are known. Plaintiff is informed and believes, and
27 based thereon alleges, that each of said fictitious Defendants was responsible in some way for the
28 matters alleged herein and proximately caused Plaintiff, the Class, and members of the general

1 public and class to be subject to the illegal employment practices, wrongs, and injuries
2 complained of herein.

3 13. At all times herein mentioned, each of said Defendants participated in the doing
4 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
5 Defendants, and each of them, were the agents, servants, and employees of each of the other
6 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
7 acting within the course and scope of said agency and employment.

8 14. Plaintiff is informed and believes, and based thereon alleges, that at all times
9 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
10 joint venturer of, or working in concert with each of the other co-Defendants and was acting
11 within the course and scope of such agency, employment, joint venture, or concerted activity. To
12 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
13 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
14 Defendants.

15 15. At all times herein mentioned, Defendants, and each of them, were members of,
16 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
17 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

18 16. At all times herein mentioned, the acts and omissions of various Defendants, and
19 each of them, concurred and contributed to the various acts and omissions of each and all of the
20 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
21 herein mentioned, Defendants, and each of them, ratified each and every act or omission
22 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided
23 and abetted the acts and omissions of each and all of the other Defendants in proximately causing
24 the damages as herein alleged.

25 CLASS ACTION ALLEGATIONS

26 17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
27 California Code of Civil Procedure section 382, of the following classes (collectively referred to
28 as the "Class"):

1 a. All current and former non-exempt employees of Defendant in the State of
2 California who earned a rest period premium and non-discretionary incentive compensation
3 during the same workweek, at any time from August 21, 2021, to the present (the “Rest Period
4 Class”);

5 b. All current and former non-exempt employees of Defendant in the State of
6 California who earned a meal period premium and non-discretionary incentive compensation
7 during the same workweek, at any time from August 21, 2021, to the present (the “Meal Period
8 Class”); and

9 c. All current and former non-exempt employees of Defendant in the State of
10 California who worked overtime and earned non-discretionary incentive compensation during
11 the same workweek, at any time from August 21, 2021, to the present (the “Overtime Class”).

12 18. **Numerosity and Ascertainability:** The members of the Class are so numerous
13 that joinder of all members would be impractical, if not impossible. The identity of the members
14 of the Class is readily ascertainable by review of Defendant’s records, including payroll records.
15 Plaintiff is informed and believes, and based thereon alleges, that Defendant: (a) failed to provide
16 duty-free rest periods, or pay premium compensation at the regular rate of pay, in violation of
17 Labor Code section 226.7; (b) failed to provide duty-free meal periods, or pay premium
18 compensation at the regular rate of pay, in violation of Labor Code sections 226.7 and 512; (c)
19 failed to pay overtime at the correct regular rate of pay, in violation of Labor Code sections 510,
20 558, and 1194; (d) failed to provide accurate itemized wage statements to employees, in violation
21 of Labor Code section 226(a); and (e) engaged in unfair business practices in violation of the
22 UCL, the California Labor Code, and the applicable IWC Wage Orders.

23 19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
24 necessary steps to represent fairly and adequately the interests of the Class defined above.
25 Plaintiff’s attorneys are ready, willing, and able to fully and adequately represent the Class and
26 the named Plaintiff. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class actions
27 in the past and currently have a number of wage-and-hour class actions pending in California
28 courts.

1 20. **Common Question of Law and Fact:** There are predominant common questions
2 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
3 concerning Defendant’s policy and practice of: (a) failing to provide duty-free rest periods, or
4 pay premium compensation at the regular rate of pay, in violation of Labor Code section 226.7;
5 (b) failing to provide duty-free meal periods, or pay premium compensation at the regular rate of
6 pay, in violation of Labor Code sections 226.7 and 512; (c) failing to pay overtime at the correct
7 regular rate of pay, in violation of Labor Code sections 510, 558, and 1194; (d) failing to provide
8 accurate itemized wage statements to employees, in violation of Labor Code section 226(a); and
9 (e) engaging in unfair business practices in violation of the UCL, the California Labor Code, and
10 the applicable IWC Wage Orders..

11 21. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
12 Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical
13 manner as the Class Members. As with other members of the Class, Plaintiff earned non-
14 discretionary incentive pay, including but not limited to “incentive pay.” During workweeks
15 when Plaintiff earned overtime and said non-discretionary pay, Defendant failed to include the
16 non-discretionary pay in the calculation of the regular rate for the purposes of paying overtime
17 wages. Rather, whenever Defendant paid overtime wages to Plaintiff during workweeks when
18 she also earned non-discretionary pay, the overtime wages were paid at 1.5 times her base rate of
19 pay, instead of the correct, higher regular rate of pay. As such, Plaintiff is owed additional
20 overtime wages based on the correct regular rate of pay.

21 22. Relatedly, Defendant also failed to pay meal and rest period premiums at the
22 correct regular rate of pay. During workweeks when Plaintiff earned non-discretionary pay and
23 meal/rest period premiums, the non-discretionary incentive pay should have been factored into
24 the regular rate of pay. However, Defendant paid the meal/rest period premiums at Plaintiff’s
25 base hourly rate of pay. As such, Plaintiff is owed the unpaid/underpaid meal and rest period
26 premiums based on the correct regular rate of pay. To date, Plaintiff has yet to receive the
27 underpaid wages owed to her.

28 23. As a result of the underpayment of wages alleged above, the wage statements

1 issued to Plaintiff violated Labor Code section 226. More specifically, the wage statements
2 displayed inaccurate rates of pay and net and gross wages earned. Therefore, Plaintiff is a
3 member of the Class and has suffered the alleged violations of California Labor Code sections
4 226, 226.7, 510, 512, 558, and 1194, and the applicable IWC Wage Orders.

5 24. The California Labor Code and upon which Plaintiff bases these claims is broadly
6 remedial in nature. These laws and labor standards serve an important public interest in
7 establishing minimum working conditions and standards in California. These laws and labor
8 standards protect the average working employee from exploitation by employers who may seek
9 to take advantage of superior economic and bargaining power in setting onerous terms and
10 conditions of employment.

11 25. The nature of this action and the format of laws available to Plaintiff and
12 members of the Class identified herein make the class action format a particularly efficient and
13 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
14 file an individual lawsuit, the corporate Defendant would necessarily gain an unconscionable
15 advantage since it would be able to exploit and overwhelm the limited resources of the individual
16 Plaintiff with Defendant's vastly superior financial and legal resources. Requiring each class
17 member to pursue an individual remedy would also discourage the assertion of lawful claims by
18 employees who would be disinclined to file an action against their former and/or current
19 employer for real and justifiable fear of retaliation and permanent damage to their careers at
20 subsequent employment.

21 26. The prosecution of separate actions by the individual class members, even if
22 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
23 to individual class members against Defendants and which would establish potentially
24 incompatible standards of conduct for Defendants, and/or (b) adjudications with respect to
25 individual class members which would, as a practical matter, be dispositive of the interest of the
26 other class members not parties to the adjudications or which would substantially impair or
27 impede the ability of the class members to protect their interests. Further, the claims of the
28 individual members of the Class are not sufficiently large to warrant vigorous individual

1 prosecution considering all of the concomitant costs and expenses.

2 27. Such a pattern, practice, and uniform administration of corporate policy regarding
3 illegal employee compensation described herein is unlawful and creates an entitlement to
4 recovery by Plaintiff and the Class identified herein, in a civil action any and all applicable
5 penalties and/or damages, reasonable attorneys' fees, and costs of suit according to the mandate
6 of California Labor Code sections 218.5 and 226, the applicable IWC Wage Orders, and Code of
7 Civil Procedure section 1021.5.

8 28. Proof of a common business practice or factual pattern, which the named
9 Plaintiffs experienced and are representative of, will establish the right of each of the members of
10 the Class to recovery on the causes of action alleged herein.

11 29. The Class is commonly entitled to a specific fund with respect to the
12 compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to
13 restitution of those funds being improperly withheld by Defendants. This action is brought for
14 the benefit of the entire Class and will result in the creation of a common fund.

15 **FIRST CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE § 226.7**

17 **(BY PLAINTIFF AND THE REST PERIOD CLASS AGAINST ALL DEFENDANTS)**

18 30. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
19 though fully set forth herein.

20 31. This cause of action is brought pursuant to Labor Code section 226.7, which
21 requires an employer to provide a duty-free, 10-minute rest period for every 4 hours worked, or
22 major fraction thereof. Plaintiff and other Rest Period Class Members regularly worked shifts of
23 three and one-half (3.5) hours or more per day, and accordingly had a right to take a 10-minute
24 rest period each day.

25 32. At all relevant times, Defendant failed to satisfy its affirmative obligation to
26 ensure that Plaintiff and Rest Period Class Members received paid, duty-free rest periods of at
27 least ten (10) consecutive, uninterrupted minutes during which they were relieved of all duties, as
28 required by the California Labor Code and the applicable IWC Wage Order. Thus, pursuant to

1 Labor Code section 226.7, for each workday a compliant rest period is not provided, Plaintiff and
2 Rest Period Class Members are entitled to one additional hour of pay at the employees' regular
3 rate of pay.

4 33. As a matter of corporate policy and practice, Defendant failed to pay rest period
5 premium compensation to Plaintiff and Rest Period Class Members at the regular rate of pay.
6 Plaintiff and Rest Period Class Members earned non-discretionary incentive wages, including
7 "incentive pay." During workweeks when employees earned non-discretionary incentive wages
8 and rest period premiums, the non-discretionary wages should have been factored into the
9 regular rate of pay. However, Defendant paid the rest period premiums at the employee's base
10 hourly rate of pay. As such, Plaintiff and the Rest Period Class are owed additional rest period
11 premiums based on the correct, higher regular rate of pay.

12 34. Such a pattern, practice, and uniform administration of corporate policy as
13 described herein is unlawful and creates an entitlement to recovery by Plaintiff and Rest Period
14 Class Members, in a civil action, for the unpaid balance of the premium compensation pursuant
15 to Labor Code section 226.7, and the applicable IWC Wage Order, including interest thereon,
16 penalties, reasonable attorneys' fees, and costs of suit.

17 **SECOND CAUSE OF ACTION**

18 **VIOLATION OF LABOR CODE §§ 226.7 AND 512**

19 **(BY PLAINTIFF AND THE MEAL PERIOD CLASS AGAINST ALL DEFENDANTS)**

20 35. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
21 though fully set forth herein.

22 36. This cause of action is brought pursuant to Labor Code sections 226.7 and 512,
23 which require an employer to provide duty-free meal periods of at least 30 minutes for every
24 work period exceeding five (5) hours. Plaintiff and other Meal Period Class Members regularly
25 worked shifts of five (5) hours or more per day and, accordingly, were entitled to take an
26 uninterrupted, duty-free meal period each day.

27 37. At all relevant times, Defendant failed to satisfy its affirmative obligation to
28 ensure that Plaintiff and Meal Period Class Members received duty-free, uninterrupted meal

1 periods of at least thirty (30) minutes during which they were relieved of all duties, as required
2 by the California Labor Code and the applicable IWC Wage Order. Thus, pursuant to Labor
3 Code section 226.7, for each workday a compliant meal period is not provided, Plaintiff and
4 Meal Period Class Members are entitled to one additional hour of pay at the employees' regular
5 rate of pay.

6 38. As a matter of corporate policy and practice, Defendant failed to pay meal period
7 premium compensation to Plaintiff and Meal Period Class Members at the regular rate of pay.
8 Plaintiff and Meal Period Class Members earned non-discretionary incentive wages, including
9 "incentive pay." During workweeks when employees earned non-discretionary incentive wages
10 and meal period premiums, the non-discretionary wages should have been included in the
11 calculation of the regular rate of pay. However, Defendant paid the meal period premiums at the
12 employees' base hourly rate. As a result, Plaintiff and the Meal Period Class Members are owed
13 additional meal period premiums based on the correct, higher regular rate of pay.

14 39. Such a pattern, practice, and uniform administration of corporate policy as
15 described herein is unlawful and creates an entitlement to recovery by Plaintiff and Meal Period
16 Class Members, in a civil action, for the unpaid balance of premium compensation pursuant to
17 Labor Code sections 226.7 and 512, and the applicable IWC Wage Order, including interest
18 thereon, penalties, and reasonable attorneys' fees and costs of suit.

19 **THIRD CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE §§ 510, 558, AND 1194**

21 **(BY PLAINTIFF AND THE OVERTIME CLASS AGAINST ALL DEFENDANTS)**

22 40. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
23 though fully set forth herein.

24 41. This cause of action is brought pursuant to Labor Code sections 510, 558, and
25 1194, which require an employer to pay employees overtime at a rate of one and one-half the
26 employee's regular rate of pay for any work in excess of eight hours in a workday or 40 hours in
27 a workweek.

28 42. At all relevant times, Defendant failed to pay Plaintiff and the Overtime Class

Members all wages owed for hours worked in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek, as required by the California Labor Code and the applicable IWC Wage Order.

43. Plaintiff and Overtime Class Members earned non-discretionary incentive wages, including “incentive pay.” As a matter of corporate policy and practice, Defendant failed to include non-discretionary incentive wages when calculating the regular rate of pay for purposes of overtime compensation. During workweeks when employees earned non-discretionary incentive wages and overtime, such wages should have been factored into the regular rate of pay. However, Defendant paid overtime premiums based only on the employees’ base hourly rate. Accordingly, Plaintiff and the Overtime Class Members are owed additional overtime premiums based on the correct, higher regular rate of pay.

44. Such a pattern, practice, and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Overtime Class Members, in a civil action, for unpaid overtime compensation pursuant to Labor Code sections 510, 558 and 1194, and the applicable IWC Wage Order, including interest thereon, penalties, and reasonable attorneys’ fees and costs of suit.

FOURTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226(a)

(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)

45. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

46. Labor Code section 226(a) requires employers to provide itemized wage statements to its employees that identify accurate information, including without limitation, hourly rates of pay, gross wages earned, and net wages earned. Defendant, as a matter of policy and practice, failed in their affirmative obligation to provide accurate itemized wage statements to Plaintiff and Class Members.

47. As a result of the underpayment of overtime wages and meal/rest period premium as alleged above, the wage statements issued to Plaintiff and Class Members failed to identify the

1 correct rates of pay, gross wages earned, and net wages earned.

2 48. The issuance of inaccurate wage statements caused “injury” under Labor Code
3 section 226(e) to Plaintiff and Class Members as they cannot accurately verify and/or calculate
4 their wages. Without identifying the correct hourly rates and hours worked, wages for premium
5 compensation, and gross and net wages earned, Plaintiff and Class Members will have no way of
6 verifying whether they were correctly paid wages for each particular pay period.

7 49. Such a pattern, practice, and uniform administration of corporate policy as
8 described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class
9 identified herein, in a civil action, for all damages or penalties pursuant to Labor Code section
10 226, including interest thereon, attorneys’ fees, and costs of suit according to the mandate of
11 California Labor Code section 226.

12 **FIFTH CAUSE OF ACTION**

13 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.***

14 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

15 50. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
16 though fully set forth herein.

17 51. Defendant has engaged and continues to engage in unfair and unlawful business
18 practices in California by practicing, employing, and utilizing the employment practices outlined
19 above, include, to wit, by: : (a) failing to provide duty-free rest periods, or pay premium
20 compensation at the regular rate of pay, in violation of Labor Code section 226.7; (b) failing to
21 provide duty-free meal periods, or pay premium compensation at the regular rate of pay, in
22 violation of Labor Code sections 226.7 and 512; and (c) failing to pay overtime at the correct
23 regular rate of pay, in violation of Labor Code sections 510, 558, and 1194.

24 52. Defendant’s utilization of such unfair and unlawful business practices constitutes
25 unfair, unlawful competition and provides an unfair advantage over Defendant’s competitors.

26 53. Plaintiff seeks, individually and on behalf of other members of the Class, full
27 restitution of monies, as necessary and according to proof, to restore any and all monies
28 withheld, acquired and/or converted by the Defendants by means of the unfair practices

1 complained of herein.

2 54. Plaintiff is informed and believes, and based thereon alleges, that at all times
3 herein mentioned Defendant has engaged in unlawful, deceptive and unfair business practices, as
4 proscribed by California Business and Professions Code section 17200, *et seq.*, including those
5 set forth herein above thereby depriving Plaintiff and other members of the Class the minimum
6 working condition standards and conditions due to them under the California laws and the
7 applicable IWC Wage Orders as specifically described therein.

8 **SIXTH CAUSE OF ACTION**

9 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.***

10 **(BY PLAINTIFF AND THE AGGRIEVED EMPLOYEES AGAINST ALL**
11 **DEFENDANTS)**

12 55. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
13 though fully set forth herein.

14 56. Pursuant to the Private Attorneys General Act of 2004, Labor Code §§ 2698 et
15 seq. (“PAGA”), Plaintiff brings this cause of action as a proxy for the State of California. In this
16 capacity, Plaintiff seeks civil penalties for Defendant’s policy and practice of: (a) failing to
17 provide duty-free rest periods, or pay premium compensation at the regular rate of pay, in
18 violation of Labor Code section 226.7; (b) failing to provide duty-free meal periods, or pay
19 premium compensation at the regular rate of pay, in violation of Labor Code sections 226.7 and
20 512; (c) failing to pay overtime at the correct regular rate of pay, in violation of Labor Code
21 sections 510, 558, and 1194; and (d) failing to provide accurate itemized wage statements to
22 employees, in violation of Labor Code section 226(a). Under Section 2699(c), Plaintiff is an
23 “aggrieved employee,” as one or more of the alleged violations were committed against Plaintiff
24 as an employee of Defendant.

25 57. At all relevant times, Defendant failed to satisfy its affirmative obligation to
26 ensure that Plaintiff and Aggrieved Employees received paid, duty-free rest periods of at least
27 ten (10) consecutive, uninterrupted minutes during which they were relieved of all duties, as
28 required by the California Labor Code and the applicable IWC Wage Order. Similarly,

1 Defendant failed to satisfy its affirmative obligation to ensure that Plaintiff and Aggrieved
2 Employees received duty-free, uninterrupted meal periods of at least thirty (30) minutes during
3 which they were relieved of all duties, as required by the California Labor Code and the
4 applicable IWC Wage Order. Thus, pursuant to Labor Code section 226.7, for each workday a
5 compliant meal and/or rest period is not provided, Plaintiff and Aggrieved Employees are
6 entitled to one additional hour of pay at the employees' regular rate of pay.

7 58. As a matter of corporate policy and practice, Defendant failed to pay meal/rest
8 period premium compensation to Plaintiff and Aggrieved Employees at the regular rate of pay.
9 Plaintiff and Aggrieved Employees earned non-discretionary incentive wages, including
10 "incentive pay." During workweeks when employees earned non-discretionary incentive wages
11 and meal/rest period premiums, the non-discretionary wages should have been factored into the
12 regular rate of pay. However, Defendant paid the meal/rest period premiums at the employee's
13 base hourly rate of pay. As such, Plaintiff and Aggrieved Employees are owed additional
14 meal/rest period premiums based on the correct, higher regular rate of pay.

15 59. At all relevant times, Defendant failed to pay Plaintiff and Aggrieved Employees
16 all wages owed for hours worked in excess of eight (8) hours in a workday and/or forty (40)
17 hours in a workweek, as required by the California Labor Code and the applicable IWC Wage
18 Order.

19 60. As a matter of corporate policy and practice, Defendant failed to include non-
20 discretionary incentive wages when calculating the regular rate of pay for purposes of overtime
21 compensation. During workweeks when Plaintiff and Aggrieved Employees earned non-
22 discretionary incentive wages and overtime, such wages should have been factored into the
23 regular rate of pay. However, Defendant paid overtime premiums based only on the employees'
24 base hourly rate. Accordingly, Plaintiff and Aggrieved Employees are owed additional overtime
25 premiums based on the correct, higher regular rate of pay.

26 61. As a result of the underpayment of overtime wages and meal/rest period premium
27 as alleged above, the wage statements issued to Plaintiff and Aggrieved Employees failed to
28 identify the correct rates of pay, gross wages earned, and net wages earned.

62. On or about August 13, 2025, Plaintiff sent written notice to the Labor & Workforce Development Agency ("LWDA") of specific facts and theories for Defendant's above violations. Plaintiff simultaneously sent written notice to Defendant via certified mail. As of the date of the filing of this Complaint, the LWDA has neither responded nor indicated that it intends to investigate the allegations in the written notice.

63. As such, pursuant to Section 2699(a), (f), and (g), Plaintiff seeks recovery of all applicable penalties pursuant to Section 2699(a), (f), and (g) for Defendant's violations against all aggrieved employees for the period described above.

PRAYER FOR RELIEF

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

1. For an order certifying the proposed classes;
2. For an order appointing Plaintiff as the representative of the Class as described herein;
3. For an order appointing counsel for Plaintiff as Class Counsel;
4. Upon the First Cause of Action, for damages and/or penalties pursuant to California Labor Code section 226.7, and for costs and attorneys' fees;
5. Upon the Second Cause of Action, for damages and/or penalties pursuant to California Labor Code sections 226.7, and 512, and for costs and attorneys' fees;
6. Upon the Third Cause of Action, for damages and/or penalties pursuant to California Labor Code sections 510, 558, and 1194, and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action, for damages and/or penalties pursuant to Labor Code section 226(a), and for costs and attorneys' fees;
8. Upon the Fifth Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business & Professions Code section 17200, *et seq.*, and for costs and attorneys' fees;
9. Upon the Sixth Cause of Action, for penalties pursuant to Section 2699(a), (f),

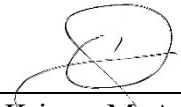
1 and (g), and for attorneys' fees and costs;

2 10. On all causes of action, for attorneys' fees and costs as provided by California
3 Labor Code sections 226(a), 226.7, 510, 512, 558, 1194 and Code of Civil Procedure section
4 1021.5; and

5 11. For such other and further relief as the Court may deem just and proper.

6
7 DATED: October 23, 2025

DIVERSITY LAW GROUP, P.C.

8
9 By:  _____

Kristen M. Agnew

Max W. Gavron

Attorneys for Plaintiff and the Class

1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5]ss.
6 COUNTY OF LOS ANGELES]

7 I am employed in the County of Los Angeles, State of California. I am over the age of 18
8 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250,
9 Los Angeles, California 90071.

10 On October 23, 2025, I served the following document(s) described as: **FIRST**
11 **AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES**
12 **FOR** on the interested parties in this action as follows:

13 Young Adult Institute, Inc.
14 c/o Cheryl Karran
15 2215 Fifth Street
16 Berkeley, California 94710
17 *Agent for Service of Process*

18 X BY MAIL: by placing _____ the original or X a true and correct copy
19 thereof enclosed, in (a) sealed envelope(s) addressed to the party(ies) listed above or on the
20 attached mailing list. I am readily familiar with the firm's practice for collection and processing
21 of correspondence and other materials for mailing with the United States Postal Service. On this
22 date, I sealed the envelope(s) containing the above materials and placed the envelope(s) for
23 collection and mailing on this date at the address above following our office's ordinary business
24 practices. The envelope(s) will be deposited with the United States Postal Service on this date,
25 in the ordinary course of business.

26 I declare under penalty of perjury under the laws of the State of California that the above
27 is true and correct. Executed on October 23, 2025, at Los Angeles, California.

28


Erika Mejia