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PATRICE FREEMAN,
and all putative class members

ELECTRONICALLY

FILED

Superior Court of California,
County of San Francisco

12/18/2025

Clerk of the Court

BY: MARK UDAN

Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

PATRICE FREEMAN, an individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

vs.

TELEGRAPH HILL NEIGHBORHOOD
ASSOCIATION, a California non-profit
corporation, and DOES 1-50, inclusive,

Defendant.

Case No.: CGC-25-629951

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

- 1. Failure to Pay For All Hours Worked,
Including Overtime Hours Worked**
- 2. Failure to Pay All Wages Owed Twice
Per Month**
- 3. Failure to Pay Minimum Wage**
- 4. Failure to Pay Wages Upon
Termination**
- 5. Failure to Permit Timely Meal Breaks**
- 6. Failure to Provide Rest Breaks**
- 7. Failure to Reimburse for Required
Business Expenses**
- 8. Failure to Provide Accurate Itemized
Wage Statements**
- 9. Unlawful Business Practices
Bus & Prof. Code §17200**
- 10. Private Attorneys General Act
Penalties (Lab. Code §2699)**

***FILED AS A MATTER OF RIGHT
PURSUANT TO LABOR CODE
2699.3(a)(2)(C)***

1 Plaintiff PATRICE FREEMAN, individually, and on behalf of all others similarly situated,
2 all aggrieved employees, and as Private Attorney General for the State of California (collectively
3 “Plaintiff”), alleges as follows:

4 NATURE OF THE ACTION

5 1. This is an employment class and representative action on behalf of over 50 hourly, non-
6 exempt employees against their employer for violations of numerous wage and hour laws. Plaintiff
7 brings this employment class action complaint on behalf of herself, and all others similarly
8 situated, all aggrieved employees, and as Private Attorney General for the State of California
9 against TELEGRAPH HILL NEIGHBORHOOD ASSOCIATION and DOES 1-50, inclusive,
10 (hereafter collectively “Defendant” or “Defendants”).

11 2. Defendant TELEGRAPH HILL NEIGHBORHOOD ASSOCIATION operates a
12 nonprofit community organization in the County of San Francisco, doing business in California.
13 Plaintiff worked for Defendant from October 14, 2024 to on or about January 3, 2025.

14 3. As described further below, Defendant has violated the California Labor Code by (1)
15 failing to pay for all hours worked, including overtime hours worked (§200, 204, 206, 206.5, 207,
16 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, IWC Wage Orders); (2)
17 failing to pay all wages owed twice per month (§204, 210); (3) failing to pay minimum wage
18 (§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (4) failing to pay all wages due
19 upon termination (§201, 202, 203, 227.3, 256); (5) failing to permit timely meal breaks (§226 (a),
20 226.7, 512, 558, 1198, Wage Orders); (6) failing to provide rest breaks (§226, 226.7, 512, 558,
21 1198, Wage Orders); (7) failing to reimburse for required business expenses (§1198, 2802); (8)
22 failing to provide accurate itemized wage statements (§226, 1174); (9) unlawful and unfair
23 business practices (Bus. & Prof. Code §17200, *et. seq.*) and (10) penalties under the Private
24 Attorneys General Act (“PAGA”), Labor Code §2698 et seq. Attorney General Act (“PAGA”),
25 Labor Code §2698 et seq.

26 4. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”)
27 §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period
28 penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and

1 reasonable attorneys' fees and costs. Pursuant to the class and representative action procedures
2 provided for under California law, Plaintiff, on behalf of herself and proposed Class Members
3 (also referred to as "Class"), also seeks injunctive relief and restitution of all benefits Defendant
4 has received from their unlawful actions as alleged herein. Plaintiff has also provided notice of
5 these claims pursuant to §2698 *et. seq.*, to the Labor and Workforce and Development Agency
6 ("LWDA") and now brings this First Amended Complaint, including claims for civil penalties
7 under the Private Attorneys General Act ("PAGA"), Labor Code §2698 *et seq.* Attorney General
8 Act ("PAGA"), Labor Code §2698 *et seq.*

9 5. The "Class Period" is designated as the four-year period prior to the filing of this
10 Complaint through the date of the final disposition of this action.

11 6. The "PAGA Period" is defined herein commences one year prior to the date of filing
12 the PAGA Notice Letter with the LWDA.

13 7. Defendant has treated all persons employed in California in such a way as to violate
14 California's laws governing conditions of employment and payment of wages owed. Defendant
15 has violated numerous Labor Code provisions, as set forth herein. Class Members and aggrieved
16 employees are owed their back pay, plus interest and/or premiums and penalties under Business
17 and Professions Code section 17203 to compensate Class Members and aggrieved employees for
18 the delay in receiving wages due.

19 8. Defendant, by and through their actions, has engaged in unfair competition, requiring
20 restitution to persons affected and disgorgement of profits so obtained.

21 **THE PARTIES**

22 9. Plaintiff PATRICE FREEMAN is an individual who resides in California and Plaintiff
23 worked for Defendant from October 14, 2024 to on about January 3, 2025.

24 10. Defendant TELEGRAPH HILL NEIGHBORHOOD ASSOCIATION, is a California
25 non-profit corporation authorized to do business and doing business, in San Francisco County,
26 State of California. Defendant exercised control over the wages, hours, and/or working conditions
27 of Plaintiff and members of the proposed class throughout the liability period.
28

1 11. Defendant Does 1-50, inclusive, are sued herein under fictitious names. Their true
2 names and capacities are unknown to Plaintiff. When their true names and capacities are
3 ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein.
4 Plaintiff is informed and believe, and thereon alleges, that each of the fictitiously named Defendant
5 is responsible in some manner for the occurrences herein alleged, and that the damages sustained
6 by Plaintiff and the Class Members and aggrieved employees herein alleged were proximately
7 caused by such Doe Defendants.

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

15 **JURISDICTION AND VENUE**

16
17 13. Venue is proper in this judicial district because Defendant conducts business in this
18 County and Defendant has legal obligations to Plaintiff and many of the Class Members and
19 aggrieved employees in this case that arose in this county.

20 14. The monetary damages, restitution, and statutory penalties sought by Plaintiff exceed
21 the minimal jurisdictional limits of the Superior Court and will be established according to proof
22 at trial. Based on information, investigation, and analysis, Plaintiff alleges that the amount in
23 controversy, including claims for monetary damages, penalties, and attorney's fees, is more than
24 thirty-five thousand dollars (\$35,000) and less than five million dollars (\$5,000,000).

25 15. The California Superior Court has jurisdiction over this matter because Plaintiff is a
26 resident of California and Defendant is incorporated in and/or qualified to do business in California
27 and regularly conduct business in California. Further, there is no federal question at issue as the
28 claims herein are based solely on California law.

1 **CLASS AND REPRESENTATIVE ACTION ALLEGATIONS**

2 16. During the Class Period and PAGA, Defendant committed various violations of the
3 California Labor Code, the UCL and the applicable IWC Wage Order, as alleged below in more
4 detail. Defendant enforces multiple policies that violate state law which are intended to increase its
5 own profits to the detriment of its employees.

6 17. Defendant failed to properly pay for all hours worked, including overtime
7 compensation. Plaintiff, class members,' and aggrieved employees' hours were rounded because
8 Defendant's timekeeping system malfunctioned in multiple occasions and supervisors from time to
9 time manually entered incorrect or rounded-down hours. Plaintiff's overtime hours were also
10 shifted from time to time to other days or omitted entirely. Additionally, Plaintiff was required to
11 work during unpaid meal periods that were interrupted by work-related tasks.

12 18. Defendant from time to time failed to pay all wages owed twice per month.

13 19. Defendant from time to time failed to pay minimum wage.

14 20. Defendant from time to time failed to pay all wages due upon termination.

15 21. Defendant from time to time failed to maintain a policy and practice that provides its
16 employees with compliant meal breaks as required by California law.

17 22. Defendant from time to time failed to maintain a policy and practice that provides its
18 employees with rest periods as required by California law.

19 23. Defendant from time to time failed to reimburse required business expenses.

20 24. Defendant from time to time failed to consistently provide timely, accurate, itemized
21 wage statements to employees, as well as maintain accurate records, in accordance with Labor
22 Code §§ 226 and 1174.

23 25. Based upon the above allegations, Defendant from time to time engaged in unfair
24 competition.

25 26. Plaintiff brings this action on behalf of herself, and all other persons similarly situated,
26 all aggrieved employees, and the State of California to recover from Defendant for failure to
27 comply with California wage and hour laws, and for claims under Business and Professions Code
28 § 17200.

1 27. This action has been brought and may properly be maintained as a class action
2 pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is
3 ascertainable and there is a well-defined community of interest. Plaintiff is among in excess of 50
4 employees who have been similarly injured by Defendant's unlawful employment policies and
5 practices.

6 28. The "PAGA Period" is defined herein commences one year prior to the date of filing
7 the PAGA Notice Letter with the LWDA.

8 29. The PAGA Class, also referred to herein as "aggrieved employees": "All current and
9 former hourly, non-exempt employees of Defendants in California, at any time from one year prior
10 to the filing of the PAGA Notice Letter with the LWDA until the resolution of this matter."
11 Plaintiff reserves the right to amend or modify the definition of aggrieved employees with respect
12 to the issues or in any other way.

13 30. The "Relevant Class Period" or proposed "Class Period" as defined herein commences
14 four years prior to the date of filing the Complaint in this action.

15 31. Plaintiff brings this action on her behalf and as a class action under Cal. Code of Civil
16 Procedure §382 on behalf of the following defined groups:

17 32. Proposed Class: "All persons who are employed or have been employed by Defendant
18 in the State of California as hourly, non-exempt workers during the period of the relevant statute
19 of limitations."

20 33. Proposed Sub-classes are defined below and/or a representation action under Business
21 & Professions Code §§17200 et seq. and Labor Code §2699:

22 A. All persons who are employed or have been employed by Defendant in the State
23 of California as hourly, non-exempt workers during the period of the relevant
24 statute of limitations, who worked one or more shift in excess of five (5) hours.

25 B. All persons who are employed or have been employed by Defendant in the State
26 of California as hourly, non-exempt workers during the period of the relevant
27 statute of limitations, who worked one or more shifts in excess of six (6) hours.
28

1 C. All persons who are employed or have been employed by Defendant in the State
2 of California as hourly, non-exempt workers during the period of the relevant
3 statute of limitations, who worked one or more shifts in excess of eight (8)
4 hours.

5 D. All persons who are employed or have been employed by Defendant in the State
6 of California as hourly, non-exempt workers during the period of the relevant
7 statute of limitations, who worked one or more shifts in excess of three and one-
8 half hours (3 ½), but less than or equal to six (6) hours.

9 E. All persons who are employed or have been employed by Defendant in the State
10 of California as hourly, non-exempt workers during the period of the relevant
11 statute of limitations, who worked one or more shifts in excess of six (6) hours,
12 but less than or equal to ten (10) hours.

13 F. All persons who are employed or have been employed by Defendant in the State
14 of California as hourly, non-exempt workers during the period of the relevant
15 statute of limitations, who separated their employment from Defendant.

16 G. All persons who are employed or have been employed by Defendant in the State
17 of California as hourly, non-exempt workers during the period of the relevant
18 statute of limitations, who downloaded an app on their personal cell phone for
19 work purposes.

20 H. All persons who are employed or have been employed by Defendant in the State
21 of California as hourly, non-exempt workers during the period of the relevant
22 statute of limitations, who received pay for one or more pay periods.

23 34. This action is brought, and may properly be maintained, as a class action under CCP
24 §382 and/or a representative action under Business & Professions Code §§17200 et seq. and Labor
25 Code §2699 because there is a well-defined community of interest in the litigation, and the
26 proposed Class, PAGA Class and Subclasses (collectively “Class”) are easily ascertainable.

27 A. Numerosity: The Proposed Class is so numerous that joinder of all members is
28 impractical. Plaintiff is informed and believes, and on that basis alleges, that

1 during the relevant time period, Defendant employed over 50 putative Class
2 Members who are geographically dispersed and who satisfy the definition of the
3 proposed Class. As such, a class action is the only available method for the fair
4 and efficient adjudication of this controversy. Membership in the Proposed Class
5 can be easily ascertained by an examination and analysis of employee and payroll
6 records, among other records within Defendant's possession and control.

7 B. Typicality: Plaintiff's claims are typical of the claims of the Class Members.
8 Plaintiff, like others similarly situated, was subjected to Defendant's common,
9 unlawful policies, practices, and procedures described above. The Plaintiff's
10 positions at the company was typical of those of other Class Members. Plaintiff's
11 claims are typical of the claims of each Class Member because each have
12 sustained damages arising out of and caused by Defendant's common course of
13 conduct, as alleged herein. As such, Plaintiff has the same interests in this matter
14 as all members of the Class.

15 C. Adequacy: Plaintiff will fairly and adequately protect the interests of the members
16 of the Class. Plaintiff has retained counsel competent and experienced in complex
17 class actions and California labor and employment litigation.

18 D. Commonality: Common questions of law and fact exist, including but not limited
19 to the following:

- 20 i. Whether Defendant violated wage and hour laws by failing to pay overtime
21 wages;
- 22 ii. Whether Defendant violated wage and hour laws by failing to pay all wages
23 owed twice per month;
- 24 iii. Whether Defendant violated wage and hour laws by failing to pay minimum
25 wage;
- 26 iv. Whether Defendant violated wage and hour laws by failing to pay all wages
27 due upon termination;
- 28

- v. Whether Defendant violated wage and hour laws by failing to provide rest breaks;
- vi. Whether Defendant's policy and practice concerning rest breaks was unlawful;
- vii. Whether Defendant violated wage and hour laws by failing to provide timely meal breaks;
- viii. Whether Defendant's policy and practice concerning meal breaks was unlawful;
- ix. Whether Defendant violated wage and hour laws by failing to reimburse required business expenses;
- x. Whether Defendant unlawfully failed to keep and furnish Class Members with accurate, itemized records of hours worked, in violation of Labor Code §§ 226 and 1174;
- xi. The proper measure of damages sustained and the proper measure of restitution recoverable by Plaintiff, the Class Members, and Subclass Members;
- xii. Whether the Class Members are entitled to injunctive relief to enjoin any further violations of wage and labor laws;
- xiii. Whether Defendant, and each of them, are/were participants in the alleged unlawful and/or tortious conduct;
- xiv. Whether Defendant's conduct was willful and reckless;
- xv. The effect upon and the extent of injuries suffered by Plaintiff and the Plaintiff Class and the appropriate amount of reimbursement, restitution, damages, or other compensation; and
- xvi. What is the extent of liability of each Defendant, including DOE defendants, to each Class and Subclass member?

35. Superiority: A class action is superior to other available methods of the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation

1 where the damage suffered by individual plaintiffs, while not inconsequential, makes individual
2 actions impracticable given the expenses and burdens associated with seeking individual relief.
3 Prosecuting over 50 identical, individual lawsuits does not promote judicial efficiency or equity
4 and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning
5 employees who rely on their wages and requiring that each individual take time away from work
6 to prosecute individual actions would be inequitable and result in undue hardship for the individual
7 Class members and their families. Public policy favors efficient resolution of their claims and
8 uniform enforcement of California Labor laws against entities skirting their legal obligations at the
9 expense of a vulnerable working population.

10 36. Manageability: Plaintiff is informed and believes that all allegations in this Complaint
11 are capable of being determined on the same evidence and based primarily on review of corporate
12 records and key testimony of Defendant's corporate representatives. To the extent statistical
13 analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ
14 competent experts and consultants in the field to determine and review evidence for both issues of
15 liability and damages in a scientifically reliable manner.

16 37. Plaintiff requests, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules
17 of Court, that the absent Class and Subclass Members be notified by the best notice practicable
18 under the circumstances, including individual notice to all members who can be identified through
19 reasonable effort. The names and address of the Class and Subclass Members are available from
20 Defendant.

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME HOURS**
23 **WORKED**

24 Cal. Lab. Code §§218, 226.7, 510, 512, 558, 1194, 1197, 1198, 1199

25 **(Plaintiff Against All Defendants)**

26 38. Plaintiff incorporates by reference in this cause of action each allegation of the
27 preceding paragraphs as though fully set forth herein.
28

1 39. Defendant's conduct described in this complaint from time to time violates the
2 provisions of Cal. Lab. Code §§218, 226.7, 510, 512, 558, 1194, 1197, 1198, and 1199.

3 40. The Wage Orders define "hours worked" as "the time during which an employee is
4 subject to the control of an employer, and including all the time the employee is suffered or
5 permitted to work, whether or not required to do so." Defendant has been engaged in many
6 unlawful employment practices which resulted in underpayment for hours worked each pay period,
7 including overtime hours worked, as more fully set forth below. Defendant has also failed to pay
8 the required minimum wage for all hours worked, and has failed to pay all wages owed twice per
9 month.

10 41. Plaintiff and class members have been employed under conditions prohibited by the
11 wage order, and thus Defendant has also violated §§1198 and 1199.

12 42. Unpaid Wages – Rounding: Plaintiff and class members were frequently unable to
13 clock in or out using the computer-based timekeeping system because it was often unavailable or
14 malfunctioning. In those instances, Plaintiff and class members' supervisors manually recorded
15 their time entries. As a result, Plaintiff and class members' actual work hours were often entered
16 incorrectly or rounded down, and their overtime hours were sometimes moved to different days or
17 omitted entirely from their pay.

18 43. Work Performed During Unpaid Meal Periods. Plaintiff and class members frequently
19 experienced meal periods that were interrupted by work-related tasks. For example, Plaintiff often
20 had to respond to messages or perform duties during her designated break. These interruptions
21 occurred several times. Although Plaintiff clocked out for meal periods, she was never fully
22 relieved of her duties and did not receive premium wages for these noncompliant breaks.

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY ALL WAGES OWED TWICE PER MONTH**

25 Cal. Lab. Code §§204, 210

26 (Plaintiff Against All Defendants)

27 44. Plaintiff incorporates by reference in this cause of action each allegation of the
28 preceding paragraphs as though fully set forth herein.

1 45. Defendant's conduct described in this complaint violates the provisions of Labor Code
2 §§ 204, 210.

3 46. Defendant was required to pay Plaintiff and class members all wages earned twice
4 during each calendar month pursuant to Labor Code §204(a).

5 47. Defendant failed to pay all wages earned to employees as a result of the unlawful
6 employment policies and practices discussed herein. As a result of these practices, employees were
7 underpaid for hours worked, including overtime and penalty wages, and this underpayment
8 resulted in a failure to pay all wages owed twice per month.

9 48. Due to these failures, Defendant is liable under Labor Code §204 and 210 for failure to
10 pay wages as required by law.

11 **THIRD CAUSE OF ACTION**

12 **FAILURE TO PAY MINIMUM WAGE**

13 Cal. Lab. Code §§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199

14 (Plaintiff Against All Defendants)

15 49. Plaintiff incorporates by reference in this cause of action each allegation of the
16 preceding paragraphs as though fully set forth herein.

17 50. Defendant's conduct described in this complaint violates the provisions of Labor Code
18 §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199.

19 51. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer
20 to suffer or permit a California employee to work without paying wages at the proper minimum
21 wage for all time worked as required by the applicable IWC Wage Order.

22 52. Defendant failed to pay Plaintiff and class members for all hours worked as a result of
23 Defendant's practices described above. Based on Defendant's unlawful conduct described herein,
24 and because Plaintiff and the class members were paid at or near minimum wage, employer's
25 failure to pay for all hours worked, including overtime, resulted in a payment of less than the
26 minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the
27 Wage Orders.

28 ///

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES DUE UPON TERMINATION**

3 Cal. Lab. Code §§201, 202, 203, 227.3, 256

4 (Plaintiff Against All Defendants)

5 53. Plaintiff incorporates by reference in this cause of action each allegation of the
6 preceding paragraphs as though fully set forth herein.

7 54. Defendant's conduct described in this complaint violates the provisions of Labor Code
8 §§ 201, 202, 203, 227.3, 256.

9 55. An employee who is discharged must be paid all of his or her wages, including accrued
10 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set
11 forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to
12 Plaintiff at the time employment terminated.

13 56. Defendant willfully failed to pay employees who are no longer employed by it all
14 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.
15 Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as
16 waiting time under the terms of §203.

17 **FIFTH CAUSE OF ACTION**

18 **FAILURE TO PERMIT TIMELY MEAL BREAKS**

19 Cal. Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Order

20 (Plaintiff Against All Defendants)

21 57. Plaintiff incorporates by reference in this cause of action each allegation of the
22 preceding paragraphs as though fully set forth herein.

23 58. Defendant's conduct described in this complaint from time to time violates the
24 provisions of Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Order.

25 59. Labor Code §512 provides, "[a]n employer may not employ an employee for a work
26 period of more than five hours per day without providing the employee with a meal period of not
27 less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee
28 to work during any meal... period mandated by an applicable order of the Industrial Welfare

Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.”

60. Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Defendant failed to pay all penalty pay to Plaintiff or class members for noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

61. As explained above, Plaintiff and class members frequently experienced interrupted meal periods interrupted by work-related tasks. For example, Plaintiff had to respond to messages or perform duties during her designated break. These interruptions occurred several times. Additionally, Plaintiff and class members often had to take meal periods after the fifth hour of work, and/or had meal periods shortened to less than thirty (30) minutes. Many class members, including Plaintiff, were never relieved of all duties or allowed to leave the premises resulting in additional noncompliant meal breaks.

62. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because Defendant unlawfully shaved and/or rounded clock in and clock out times for meal periods. Plaintiff and class members were not paid a premium payment, paid as an hour’s wage when meal periods were not given to them in compliance with California law.

///

FAILURE TO PROVIDE REST BREAKS

(Plaintiff Against All Defendants)

68. The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Defendant must pay employees an additional hour of wages at the employee's

1 regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted
2 rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC
3 Wage Order, §12(B) (“If an employer fails to provide an employee a rest period in accordance
4 with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of
5 pay at the employee’s regular rate of compensation for each work day that the rest period is not
6 provided”). Moreover, under California law rest periods must be a “net” ten minutes in a suitable
7 rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein
8 the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a
9 rest area and cannot include time it takes to get to and from the rest area). The employer must show
10 that it clearly articulates the right to a net ten minutes, which means it must clearly communicate
11 what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest
12 area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v.*
13 *Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to
14 clearly communicate the authorization and permission [to take rest periods] to their employees.”).

15 69. Defendant did not authorize or permit all of its hourly employees to take at least a ten
16 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
17 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks
18 were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated
19 the Wage Order, Defendant is liable under Labor Code §1198.

20 **SEVENTH CAUSE OF ACTION**

21 **FAILURE TO REIMBURSE FOR REQUIRED BUSINESS EXPENSES**

22 Cal. Labor Code §§ 1198, 2802

23 (Plaintiff Against All Defendants)

24 70. Plaintiff incorporates by reference in this cause of action each allegation of the
25 preceding paragraphs as though fully set forth herein.

26 71. Defendant’s conduct described in this complaint from time to time violates the
27 provisions of Labor Code §§ 1198, 2802.

1 72. Labor Code §2802 requires employers to indemnify employees for necessary
2 expenditures or losses incurred by employees in direct consequence of the discharge of duties.

3 73. Plaintiff and class members were required to use their personal funds to cover work-
4 related expenses. For example, Plaintiff was required to use her own money to purchase paper
5 towels and to pay for mileage incurred while performing work duties. Plaintiff and class members
6 were also required to download and use up to four separate work-related apps on their personal
7 phones without any reimbursement.

8 **EIGHTH CAUSE OF ACTION**

9 **PAYSTUB AND RECORD KEEPING VIOLATIONS**

10 Cal. Labor Code §§ 226, 1174

11 (Plaintiff Against All Defendants)

12 74. Plaintiff incorporates by reference in this cause of action each allegation of the
13 preceding paragraphs as though fully set forth herein.

14 75. Defendant's conduct described in this complaint from time to time violates the
15 provisions of Labor Code §§ 226, 1174.

16 76. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
17 wage statements to Plaintiff and the class members in accordance with Labor Code §§ 226 and
18 keep accurate records as required by §1174(d).

19 77. Derivative of the claims above, the statements provided to Plaintiff and class members,
20 and the records maintained by Defendant, have not accurately reflected actual gross wages earned,
21 including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime
22 pay, sick pay at the correct rate, and pay for meal and rest period premium wages. Wage statements
23 further failed to list Defendant's full and complete legal name.

24 78. §226 (a) requires:

25 A. An employer, semimonthly or at the time of each payment of wages,
26 shall furnish to his or her employee, either as a detachable part of the check,
27 draft, or voucher paying the employee's wages, or separately if wages are paid
28 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 and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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...

79. Such failures caused injury to Plaintiff and others, by, among other things, impeding them from knowing the total hours worked, and the amount of wages to which they are and were entitled. Defendant knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

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

NINTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES IN VIOLATION OF

California Business and Professions Code section 17200, et seq.

(Plaintiff Against All Defendants)

81. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

82. Defendant from time to time knowingly committed, and upon information and belief continue to commit, ongoing unlawful business practices within the meaning of the UCL,

1 including, but not limited to unlawful practices as described in the causes of action articulated
2 above, and hereby incorporated herein.

3 83. Plaintiff lost money and property as a result of Defendant's unlawful business practices
4 described above.

5 84. Pursuant to the UCL, Plaintiff and all Class Members are entitled to restitution of
6 money or property acquired by Defendant by means of such unlawful business practices, in
7 amounts not yet known, but to be ascertained at trial.

8 85. Pursuant to the UCL, Plaintiff and Class Members are entitled to injunctive relief
9 against Defendant's ongoing unlawful business practices. If an injunction does not issue enjoining
10 Defendant from engaging in the unlawful business practices described above, Plaintiff and the
11 general public will be irreparably injured.

12 86. Plaintiff has no plain, speedy, and adequate remedy at law. Defendant, if not enjoined
13 by this Court, will continue to engage in the unlawful business practices described above in
14 violation of the UCL, in derogation of the rights of Plaintiff and Class Members and of the general
15 public.

16 87. Plaintiff's success in this action will result in the enforcement of important rights
17 affecting the public interest by conferring a significant benefit upon the general public.

18 88. Defendant's numerous violations of local and California law, as well as the other
19 statutory and regulatory violations alleged herein, constitute unlawful business actions and
20 practices in violation of Business and Professions Code § 17200, et seq.

21 89. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff and the Class
22 Members are entitled to restitution of unpaid wages, including overtime, and premium wages,
23 among other relief alleged herein, that were withheld and retained by Defendant during a period
24 that commences four years prior to the filing of this action. Plaintiff is further entitled to a
25 permanent injunction requiring Defendant to comply with all provisions of California labor law,
26 including properly paying the lawful rate of pay for all hours worked providing rest periods to all
27 workers as defined herein, timely paying due wages upon termination, maintaining accurate wages
28

1 statements and payroll records, in addition to an award of attorneys' fees and costs pursuant to
2 Code of Civil Procedure § 1021.5 and other applicable law, and costs.

3 **TENTH CAUSE OF ACTION**

4 STATUTORY PENALTIES PURSUANT TO PRIVATE ATTORNEYS GENERAL ACT,
5 LABOR CODE §2698 *et seq.* AGAINST ALL DEFENDANTS

6 90. Plaintiff incorporates by reference in this cause of action each allegation of the
7 preceding paragraphs as though fully set forth herein.

8 91. Under the Private Attorneys General Act of 2006, Labor Code §§2698-2699.5, an
9 aggrieved employee, on behalf of herself and other current or former employees, may recover
10 penalties under any provision of the Labor Code that provides for civil penalties. These penalties
11 are in addition to any other relief available under the Labor Code. Plaintiff is an aggrieved
12 employee under PAGA.

13 92. As set forth above, Defendants have committed numerous violations for which the
14 Labor Code provides for penalties, including violations of all applicable Labor Code provisions
15 set forth in the foregoing causes of action. Labor Code §2699.5 identifies the aforementioned
16 Labor Code provisions as statutes to which §2699.3's procedural requirements must be met before
17 a penalty may be assessed under §2699(f). Plaintiff has complied with the procedural requirements
18 specified in §2699.3 by providing written notice to the Defendants and the Labor & Workforce
19 Development Agency ("LWDA"). See Exhibit 1 attached hereto, which is a true and correct copy
20 of the Notice correspondence showing compliance with §2699.3. No notice of intent to investigate
21 the alleged violations was provided within the statutory period. Consequently, Plaintiff has
22 exhausted administrative remedies, and on behalf of themselves and all other aggrieved current
23 and former employees of Defendants. Plaintiff, therefore, now pursues this cause of action as
24 permitted by §2698, *et seq.*

25 93. Enforcement of statutory provisions enacted to protect workers and to ensure proper
26 and prompt payment of wages due to employees is a fundamental public interest in California.
27 Consequently, Plaintiff's success in this action will result in the enforcement of important rights
28 affecting the public interest and will confer a significant benefit upon the general public. Private

1 enforcement of the rights enumerated herein is necessary, as no public agency has pursued
2 enforcement. Plaintiff is incurring a financial burden in pursuing this action and it would be against
3 the interests of justice to require payment of attorneys' fees and costs from any recover that might
4 be obtained herein, pursuant to, inter alia, Labor Code §§2698, *et seq.*, and Code of Civil Procedure
5 §1021.5

6 94. In addition, if Plaintiff succeeds in enforcing these rights affecting the public interest,
7 then attorneys' fees may be awarded to Plaintiff and against Defendants under Code of Civil
8 Procedure §1021.5 and other applicable law in part, because:

- 9 a. A successful outcome in this action will result in the enforcement of important
10 rights affecting the public interest by requiring Defendants to comply with the wage
11 and hour laws and California's unfair business practice law;
- 12 b. This action will result in a significant benefit to Plaintiff, the Class, and the general
13 public by bringing to a halt unlawful and/or unfair activity;
- 14 c. Unless this action is prosecuted, members of the Class and general public will not
15 recover those moneys, and many of Defendants' employees would not be aware
16 that the acts and practices they were subjected to by Defendants were wrongful;
- 17 d. Unless this action is prosecuted, Defendants will continue to mislead their
18 employees about the true nature of their rights and remedies under the wage and
19 hour laws; and

20 95. An award of attorneys' fees and costs is necessary for the prosecution of this action
21 and will result in a benefit to Plaintiff, the Class, aggrieved employees, and to consumers in
22 general, by preventing Defendants from continuing to circumvent the wage and hour statutes and
23 frustrate the long-standing recognition by the California legislature and the courts that such
24 statutes, as pled herein, are not merely a matter of private concern between employer and
25 employee to be eviscerated by considerations of waiver, contributory negligence, good or bad
26 faith, and private agreements. Rather, the wage and hour statutes have been described as a matter
27 of public concern, were designed to provide minimum substantive guarantees to individual
28 workers and are essential to public welfare.

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- A. That the Court determine that this action may be maintained as a class action under Code of Civil Procedure § 382;
- B. That the Court determine that this action may be maintained as a PAGA representative action under Cal. Labor Code. §2698 *et seq.*
- C. Provision of class notice to all members of the Class and aggrieved employees;
- D. That Defendant is found to have violated the above-referenced provisions of the Labor Code, CCR and the IWC Wage Order as to Plaintiff, Class Members relevant subclass Members, and aggrieved employees;
- E. For compensatory damages, in an amount according to proof at trial, with interest thereon;
- F. For compensation for not being paid overtime;
- G. For compensation for not being paid all wages owed twice per month;
- H. For compensation for not being paid minimum wage;
- I. For compensation for not being paid all wages due upon termination;
- J. For compensation for not being provided timely meal breaks;
- K. For compensation for not being provided compliant rest breaks;
- L. For compensation for not being reimbursed for required business expenses;
- M. For compensation for not being paid premium and penalty wages;
- N. That Defendant's actions are found to be willful and/or in bad faith to the extent necessary under §§ 201, 202, 203, and 558 of the California Labor Code for willful failure to pay all compensation owed at the time of separation to Plaintiff Class Members, and aggrieved employees no longer employed by Defendant;
- O. That Plaintiff, Class Members, and aggrieved employees receive penalties for Defendant's violation of §226 and 1174 of the California Labor Code for willful

1 failure to provide and maintain the required accurate and itemized wage
2 statements;

3 P. That Plaintiff Class Members, and aggrieved employees receive an award in
4 the amount of unpaid wages owed, including interest thereon, and penalties as
5 provided in the Labor Code, CCR and Wage Order, including under Labor Code
6 §§ 203, 510, 558, and 2698 et seq., subject to proof at trial;

7 Q. That Defendant be ordered to pay restitution to Plaintiff and Class Members for
8 amounts acquired through Defendant's unlawful activities pursuant to Business
9 and Professions Code §§ 17200-05 and enjoined to cease and desist from
10 unlawful and unfair activities in violation of California Business and
11 Professions Code § 17200 et. seq.;

12 R. That Plaintiff, Class Members, and aggrieved employees receive an award of
13 reasonable attorneys' fees and costs pursuant to Code of Civil Procedure
14 §1021.5, Labor Code §226, 218.5, 1194, §2698 et seq and/or applicable laws;

15 S. That the Court award penalties pursuant to Labor Code §2698 et seq.

16 T. That the Court issue declaratory relief that Defendant's challenged policies are
17 unlawful; and

18 U. That the Court order further relief, in law and equity, as it deems appropriate
19 and just.

20
21 DATED: December 18, 2025

KOUL LAW FIRM, APC



22
23 BY: Nazo Koulloukian, Esq.
24 Attorneys for Plaintiff PATRICE
25 FREEMAN and putative class members
26
27
28

EXHIBIT 1



Nazo@Koullaw.com

P (213) 325 - 3032

F (818) 561 - 3938

217 SOUTH KENWOOD ST.

GLENDALE, CA 91205

www.koullaw.com

October 8, 2025

Via E-filing:

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

Via Certified U.S. Mail:

Telegraph Hill Neighborhood
Association
660 Lombard St,
San Francisco, CA 94133

Re: PAGA Notice Pursuant to California Labor Code §2699
 Claimant(s): Patrice Freeman
 Employer(s): Telegraph Hill Neighborhood Association

Dear Sir or Madam:

Patrice Freeman (“Claimant”) has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, to represent Claimant, and all other aggrieved employees, for conditions of employment and wage and hour claims against former employer, Telegraph Hill Neighborhood Association (hereafter “Employer”).

Employer operates a nonprofit community organization that provides childhood education and senior programs. Claimant worked for Employer from October 14, 2024 to January 3, 2025 as a family services specialist at Employer’s San Francisco location. Claimant worked as an hourly, nonexempt employee earning approximately \$26.00 at the time of separation.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

During Claimant’s employment, Claimant personally experienced the Labor Code violations described below. We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act on behalf of the Labor and Workforce and development Agency and the State of California in a representative

action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3.

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

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

The Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked based on the employees regular rate of pay, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

Claimant and aggrieved employees have been employed under conditions prohibited by the wage order, and thus Employer has also violated §§1198 and 1199. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Unpaid Wages – Rounding

Employer rounds Claimant and aggrieved employee timecards in a manner that favors Employer. Indeed, with Employer’s strict policies against arriving to work late, as well as against returning from meal periods late, Claimant and aggrieved employees clock in before their start time and this consistently benefitted Employer. However, Claimant’s wage statements consistently show hours rounded down. For example, Claimant was unable to clock in or out using the computer-based timekeeping system on multiple occasions because it was often unavailable or malfunctioning. In those instances, Claimant’s supervisor, Kaleti, manually recorded her time entries through the Teams messaging system. As a result, Claimant’s actual work hours were often entered incorrectly or rounded down, and her overtime hours were sometimes moved to different days or omitted entirely from her pay. Employer failed to properly record and pay for all hours worked.

Work Performed During Unpaid Meal Periods

As more fully set forth below, Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512.

Claimant’s meal periods were frequently interrupted by work-related tasks, as she had to respond to messages or perform duties during her designated, unpaid meal break. These interruptions occurred several times each month, and Claimant often had to take her meal period after the fifth hour of work or had it shortened to less than thirty (30) minutes. Although Claimant clocked out for meal periods, she was never fully relieved of her duties and did not receive premium wages for these noncompliant breaks.

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and premium wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer's practices described above. Based on Employer's unlawful conduct described herein, and because Claimant and the aggrieved employees were paid at or near minimum wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 227.3 and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated.

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

Failure to Permit Timely Meal Periods

(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 et seq., Wage Order)

Labor Code §512 provides, “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.”

Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. When meal periods were noncompliant, Employer failed to pay all premium pay to Claimant and aggrieved employees at their regular rates of pay. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because Employer unlawfully shaved and/or rounded clock in and clock out times for meal periods. Employees were not paid a premium payment, paid as an hour’s wage when meal periods were not given to them in compliance with California law.

Claimant’s meal periods were frequently interrupted by work-related tasks, as she had to respond to messages or perform duties during her designated break. These interruptions occurred several times each month, and Claimant often had to take her meal period after the fifth hour of work or had it shortened to less than thirty (30) minutes. Although Claimant clocked out for meal periods, she was never fully relieved of her duties and did not receive premium wages for these noncompliant breaks.

Rounding Meal Period Time Entries

Meal periods were also noncompliant because Employer rounded and thus altered timeclock entries for meal periods so that they do not show a meal period violation. The California Supreme Court has emphasized the importance of fully compliant meal periods, holding that employers must record meal period time entries to the exact minute, prohibiting rounding or shaving time for employee meal periods. (*Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 67.)

Failure to Provide Rest Breaks

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

Employer failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports that employees frequently missed rest periods as a result of Employer's staffing and business practices, and that rest breaks were not scheduled into daily shifts.

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

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.")).

Employer did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employer failed to pay the 1-hour premium, as required.

Claimant was frequently unable to take rest breaks because she was solely responsible for all food bank operations due to inadequate staffing, so she had no opportunity to step away for

timely, uninterrupted ten-minute rest periods. Employer failed to schedule adequate relief workers to permit required breaks.

Reimburse for Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2698 *et seq.*)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties. Accordingly, Employers are liable for civil penalties under PAGA §2698 *et seq.*

Claimant and aggrieved employees were required to use their personal funds to cover work-related expenses. For example, Claimant was required to use her own money to purchase paper towels and to pay for mileage incurred while performing work duties. She was also required to download and use four separate work-related apps on her personal phone without any reimbursement.

Failure to Provide Accurate Itemized Wage Statements

(Cal. Labor Code §§ 226, 1174, 2698 *et seq.*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

Claimant's wage statements were inaccurate because the time entries were based on rounded or manually entered hours that did not reflect her actual time worked. The timekeeping system frequently malfunctioned, and Claimant's supervisor manually clocked her in and out. As a result, Claimant's recorded hours were often incorrect, rounded down, and her wage statements failed to include all overtime hours worked.

Derivative of the claims above, the statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages. They also fail to list the complete legal name of the entity that is the employer.

§226 (a) requires:

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 and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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...

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the true legal name of their employer, the total hours worked, and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment-related contracts and documents that contained unlawful terms of employment, including invalid meal period waivers resulting from a noncompliant meal period policy and/or practice.

Conclusion

Employer has violated a number of California wage and hour laws and is therefore liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.* Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform Claimant if it does not intend to investigate these violations so that Claimant may pursue these claims as a representative action in civil court.

Sincerely,

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

Nazo Koulloukian, Esq.
Attorney for Claimant

PROOF OF SERVICE

Case No. cgc-25-629951

Freeman v. Telegraph Hill Neighborhood Association

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 217 South Kenwood Street, Glendale, California 91205.

On December 18, 2025, I served the foregoing document described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

 X

BY U.S. MAIL: I deposited such envelope in the mail at Glendale, California. The envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Nestor L. Fernandez
660 Lombard St,
San Francisco, CA 94133

***Agent for Service of Process for Defendant,
Telegraph Hill Neighborhood Association***

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

Executed on this December 18, 2025, in Glendale, California.



NADIA CHAVEZ