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Attorneys for Plaintiff Alexis Rosal, individually,
 and on behalf of all others similarly situated

FILED
 Superior Court of California
 County of Los Angeles
12/26/2025

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ALEXIS ROSAL, individually, and on behalf of
 all others similarly situated,

Plaintiff,

v.

THE DOWNEY FOUNDATION FOR
 EDUCATIONAL OPPORTUNITIES; and DOES
 1 through 50, inclusive,

Defendants.

Case No.: 25STCV30717

*Assigned for all purposes to:
 Hon. Samantha Jessner, Dept. 7*

FIRST AMENDED COMPLAINT:

1. Failure to Pay Sick and Overtime Wages;
2. Failure to Indemnify Necessary Expenditures;
3. Failure to Provide Accurate Itemized Wage Statements;
4. Failure to Pay All Wages Due During Employment and Upon Separation of Employment;
5. Unfair and Unlawful Business Practices; and
6. Enforcement of Private Attorneys General Act, Labor Code §§ 2698, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff Alexis Rosal (“Plaintiff”), individually and on behalf of all others similarly
2 situated, alleges as follows:

3 INTRODUCTION

4 1. Plaintiff brings this putative class and representative action against defendants The
5 Downey Foundation for Educational Opportunities and DOES 1 through 50, inclusive
6 (collectively, “Defendants”), on Plaintiff’s own behalf and on behalf of a class of individuals who
7 are and were employed by Defendants as non-exempt or hourly-paid employees throughout
8 California.

9 2. Plaintiff alleges that Defendants engaged in a pattern of wage and hour violations
10 under the California Labor Code and Industrial Welfare Commission (“IWC”) Wage Orders, all of
11 which contribute to Defendants’ deliberate unfair competition.

12 3. Plaintiff is informed and believes, and thereon alleges, that Defendants have
13 increased their profits by violating state wage and hour laws by, among other things:

- 14 (a) failing to pay all sick and overtime wages;
- 15 (b) failing to indemnify business expenditures;
- 16 (c) failing to provide accurate itemized wage statements; and
- 17 (d) failing to pay all wages due during employment and upon separation of
18 employment.

19 4. Plaintiff seeks monetary relief against Defendants on behalf of herself and all other
20 similarly situated in California to recover, among other things, unpaid wages, statutory penalties,
21 benefits, interest, attorneys’ fees, costs and expenses, and penalties pursuant to Labor Code §§ 201,
22 202, 203, 204, 210, 226, 246, 248.5, 510, 558, 1174, 1174.5, 1194, 1198, 2699, *et seq.*, 2802, and
23 Code of California Civil Procedure § 1021.5.

24 JURISDICTION AND VENUE

25 5. This is a class action brought pursuant to Code of Civil Procedure § 382.

26 6. The monetary damages, restitution, penalties, and other legal and equitable relief
27 sought by Plaintiff exceed the minimal jurisdictional limits of this Court and will be established
28 according to proof at trial.

7. This Court has jurisdiction over this action pursuant to Article VI, § 10 of the California Constitution, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

8. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, and/or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

9. Venue is proper in this court because Defendants maintain offices, have agents, employ individuals, and/or transact business in this county.

THE PARTIES

10. Plaintiff is a California resident and was employed by Defendants in Downey, California as a non-exempt operations assistant from approximately August 2024 to approximately August 2025.

11. Defendants were and are subject to the Labor Code and IWC Wage Orders as employers whose employees were and are engaged to work throughout this county and the State of California.

12. Plaintiff is unaware of the true names or capacities of the Defendant sued herein under the fictitious names DOES 1 through 50 but will amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

13. Plaintiff is informed and believes and thereon alleges that each and all of the acts and omissions alleged herein were performed by, or are attributable, to each Defendant acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf.

14. Plaintiff is informed and believes and thereon alleges that during the relevant time period, DOES 1 through 50 were the employers of Plaintiff and the other members of the class

1 within the meaning of all applicable state laws and statutes. Plaintiff is informed and believes and
2 thereon alleges that DOES 1 through 50 directly or indirectly controlled or affected the working
3 conditions, working hours, and conditions of employment of Plaintiff and the other members of
4 the class so as to make each Defendant an employer liable under the statutory provision set forth
5 herein.

6 15. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50 had
7 the authority to hire and terminate Plaintiff and the other members of the class, to set work rules
8 and conditions governing Plaintiff and the other members of the class's employment, and to
9 supervise their daily employment activities.

10 16. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50
11 exercise sufficient authority over the terms and conditions of Plaintiff's and the other members of
12 the class's employment for them to be joint employers of Plaintiff and the other members of the
13 class.

14 **CLASS ACTION ALLEGATIONS**

15 17. Plaintiff brings this action under Code of Civil Procedure § 382 on Plaintiff's own
16 behalf and on behalf of all others similarly situated who were affected by Defendants' Labor Code
17 Business and Professions Code, and IWC Wage Order Violations.

18 18. All claims alleged herein arise under California law for which Plaintiff seeks relief
19 authorized by California law.

20 19. Plaintiff's proposed class consists of and is defined as follows:

21 All individuals currently or formerly employed by Defendants as
22 non-exempt or hourly-paid employees in the State of California at
23 any time between four years prior to the filing of this action and the
date of class certification ("Class").

24 20. Members of the Class described above will be collectively referred to as "Class
25 Members."

26 21. Plaintiff reserves the right to modify or re-define the Class, establish subclasses, or
27 modify or re-define any class definition as appropriate based on investigation, discovery, and
28 specific theories of liability.

1 22. There are common questions of law and fact as to the Class Members that
2 predominate over any questions affecting only individual members including, but not limited to
3 the following:

- 4 (a) Whether Defendants failed to pay Plaintiff and Class Members all wages
5 (including sick wages and overtime wages);
- 6 (b) Whether Defendants made it necessary for Plaintiff and Class Members to
7 use their personal cell phones for work purposes and failed to indemnify
8 Plaintiff and Class Members for such use;
- 9 (c) Whether Defendants failed to provide Plaintiff and Class Members accurate
10 itemized wage statements;
- 11 (d) Whether Defendants failed to pay wages timely to Plaintiff and Class
12 Members during employment;
- 13 (e) Whether Defendants failed to pay Plaintiff and Class Members all wages
14 timely upon termination of employment;
- 15 (f) Whether Defendants' conduct was willful, reckless, intentional, and/or
16 knowing; and
- 17 (g) Whether Defendants engaged in unfair business practices in violation of
18 Business and Professions Code § 17200, et seq.

19 23. There is a well-defined community of interest in this litigation and the proposed
20 Class and subclasses are readily ascertainable:

- 21 (a) Numerosity: The Class Members are so numerous that joinder of all
22 members is impractical. Although the members of the Class are unknown to
23 Plaintiff at this time, on information and belief, the Class is estimated to be
24 greater than 100 individuals. The identities of the Class Members are readily
25 ascertainable by inspection of Defendants' employment and payroll records.
- 26 (b) Typicality: Plaintiff's claims (or defenses, if any) are typical of the claims
27 (or defenses, if any) of the Class Members because Defendants' failure to
28 comply with the provisions of California's wage and hour laws entitled each

1 Class Member to similar pay, benefits, and other relief. The injuries
2 sustained by Plaintiff are also typical of the injuries sustained by the Class
3 Members, because they arise out of and are caused by Defendants' common
4 course of conduct as alleged herein.

5 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the
6 interests of all Class Members because it is in Plaintiff's best interest to
7 prosecute the claims alleged herein to obtain full compensation and penalties
8 due. Plaintiff's attorneys, as proposed class counsel, are competent and
9 experienced in litigating large employment class actions and versed in the
10 rules governing class action discovery, certification, and settlement. Plaintiff
11 has incurred and, throughout the duration of this action, will continue to
12 incur attorneys' fees and costs that have been and will be necessarily
13 expended for the prosecution of this action for the substantial benefit of the
14 Class Members.

15 (d) Superiority: The nature of this action makes use of class action adjudication
16 superior to other methods. A class action will achieve economies of time,
17 effort, and expense as compared with separate lawsuits and will avoid
18 inconsistent outcomes because the same issues can be adjudicated in the
19 same manner for the entire Class at the same time. If appropriate, this Court
20 can, and is empowered to, fashion methods to efficiently manage this case
21 as a class action.

22 GENERAL ALLEGATIONS

23 24. During the relevant time period, Defendants employed Plaintiff and Class Members
24 as non-exempt or hourly-paid employees throughout California at Defendants' California business
25 location(s).

26 25. During the relevant time period, Defendants knew that Plaintiff and Class Members
27 were entitled to compensation for all hours worked. However, Defendants failed to pay Plaintiff
28 and Class Members all sick and overtime wages due to Defendants' policy and practice of failing

1 to pay sick and overtime wages at the regular rate of pay. As a result, Defendants failed to pay
2 Plaintiff and Class Members for all sick and overtime wages in violation of the Labor Code and
3 applicable IWC Wage Order.

4 26. During the relevant time period, Defendants knew that Plaintiff and Class Members
5 were entitled to indemnification of all necessary expenditures or losses incurred in direct
6 consequence of the discharge of Plaintiff and Class Members' duties. However, Defendants made
7 it necessary for Plaintiff and Class Members to use their personal devices to clock in and out, and
8 Defendants failed to indemnify for these necessary expenditures in violation of the Labor Code.

9 27. During the relevant time period, Defendants knew that Plaintiff and Class Members
10 were entitled to itemized wage statements that accurately showed, *inter alia*, gross wages earned,
11 total hours worked, net wages earned, the inclusive sates of the period for which the employee is
12 paid, and all applicable hourly rates in effect during the pay period and the corresponding number
13 of hours worked at each hourly rate. However, due to Defendants' failure to record and pay for all
14 wages at the correct rate, Defendants failed to provide accurate itemized wage statements in
15 violation of the Labor Code.

16 28. During the relevant time period, Defendants knew that Plaintiff and Class Members
17 were entitled to timely payment of wages due during employment and upon separation of
18 employment. In violation of the Labor Code, Plaintiff and Class Members did not receive payment
19 of all wages within the required time periods.

20 29. During the relevant time period, Defendants knew they had a duty to compensate
21 Plaintiff and Class Members, and Defendants had the financial ability to pay such compensation
22 but willfully, knowingly, and/or intentionally failed to do so in order to increase Defendants'
23 profits.

24 30. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
25 against Defendants on Plaintiff's own behalf and on behalf of all Class Members to recover, among
26 other things, unpaid wages (including sick and overtime wages), necessary expenditures, interest,
27 attorneys' fees, penalties, costs, and expenses.

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY SICK AND OVERTIME WAGES**

3 (Violation of Labor Code §§ 246, 510, 1194, & 1198; Violation of IWC Wage Order § 3)

4 31. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
5 though fully set forth herein.

6 32. Labor Code § 246 provides the employees must be paid for time off work for
7 treatment, diagnosis, or preventative care for themselves, a family member, or a designated person.

8 33. Labor Code § 510 provides that employees must be paid overtime compensation at
9 1 ½ times their regular rate of pay for hours worked in excess of 8 hours in a day, 40 hours in a
10 week, and for the first 8 hours worked on the 7th day of work.

11 34. Labor Code § 1194 provides that notwithstanding any agreement to work for a lesser
12 wage, any employee receiving less than the legal overtime compensation applicable to the
13 employee is entitled to recover in a civil action the unpaid balance of the full amount of this
14 overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

15 35. Labor Code § 1198 and the applicable IWC Wage Order provide that it is unlawful
16 to employ individuals without compensating them at a rate of pay either 1 ½ times or 2 times the
17 individual's regular rate of pay, depending on the number of hours worked by the individual on a
18 daily or weekly basis.

19 36. Pursuant to Labor Code §§ 510 and 1194, Defendants were required to compensate
20 Plaintiff and Class Members for all overtime hours worked, calculated at 1 ½ times their regular
21 rate of pay for all hours worked in excess of 8 hours per workday, 40 hours per workweek, and for
22 the first 8 hours on the 7th consecutive workday, and 2 times their regular rate of pay for all hours
23 after 12 in a workday and for all hours over 8 worked on the 7th day of any workweek.

24 37. During the relevant time period, Defendants were required to compensate Plaintiff
25 and Class Members who used paid sick leave either at their regular rate of pay for the workweek
26 in which they used paid sick leave or by dividing their total compensation for the previous 90 days
27 by the total number of non-overtime hours worked in the previous 90 days.

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1 38. During the relevant time period, Defendants failed to pay Plaintiff and Class
2 Members all wages owed when Defendants did not pay all sick and overtime wages due at the
3 correct rate of pay.

4 39. In violation of the Labor Code, Defendants knowingly and willfully refused to
5 perform their obligations and compensate Plaintiff and Class Members for all wages earned and
6 all hours worked, including work performed in workweeks in which they did not qualify for any
7 overtime compensation.

8 40. During the relevant time period, Defendants regularly failed to pay all wages to
9 Plaintiff and Class Members for all hours worked in violation of the Labor Code and the applicable
10 IWC Wage Order.

11 41. Defendants' failure to pay Plaintiff and Class Members overtime and double-time
12 compensation violates Labor Code §§ 510 and 1198.

13 42. As a direct and proximate result of Defendants' failure to pay Plaintiff and Class
14 Members the required wages, Plaintiff and Class Members are entitled to recover the unpaid
15 balance of their wages, including sick and overtime wages, as well as interest, costs, and attorneys'
16 fees.

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO INDEMNIFY NECESSARY EXPENDITURES**

19 (Violation of Labor Code § 2802)

20 43. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
21 though fully set forth herein.

22 44. Labor Code § 2802 requires employers to indemnify their employees for all
23 necessary expenditures or losses incurred in direct consequence of the discharge of their duties.

24 45. During the relevant time period, Defendants made it necessary for Plaintiff and
25 Class Members to incur expenditures or losses in direct consequence of the discharge of their
26 duties, without indemnifying Plaintiff and Class Members in violation of Labor Code § 2802.

27 46. In committing the violations alleged herein, Defendants have willfully and
28 intentionally failed to indemnify Plaintiff and Class Members for necessary expenditures or losses.

1 As a direct result, Plaintiff and Class Members have suffered and continue to suffer substantial
2 losses, including the use and enjoyment of their compensation, expenses, and attorneys' fees.

3 **THIRD CAUSE OF ACTION**

4 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

5 (Violation of Labor Code § 226)

6 47. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
7 though fully set forth herein.

8 48. Labor Code § 226(a) requires Defendants to provide each employee with an accurate
9 wage statement in writing showing nine pieces of information, including, the following: (1) gross
10 wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned
11 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
12 provided that all deductions made on written orders of the employee may be aggregated and shown
13 as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
14 paid, (7) the name of the employee and the last four digits of his or her social security number or
15 an employee identification number other than a social security number, (8) the name and address
16 of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
17 period and the corresponding number of hours worked at each hourly rate by the employee.

18 49. During the relevant time period, Defendants have knowingly and intentionally failed
19 to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff and Class
20 Members. The deficiencies include, among other things, the failure to correctly state the gross and
21 net wages earned, total hours worked, all applicable hourly rates in effect, and the number of hours
22 worked at each hourly rate by Plaintiff and Class Members.

23 50. As a result of Defendants' knowing and intentional failure to comply with Labor
24 Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their statutory
25 rights. Plaintiff and Class Members are deemed to suffer an injury pursuant to Labor Code § 226(e)
26 where, as here, Defendants intentionally violated Labor Code § 226(a). Plaintiff and Class
27 Members were denied both their legal right to receive, and their protected interest in receiving,
28 accurate itemized wage statements under Labor Code § 226(a). In addition, because Defendants

1 failed to provide accurate rates of pay on wage statements, Defendants prevented Plaintiff and
2 Class Members from determining if all hours worked were paid at the appropriate rate and the
3 extent of the underpayment, thereby causing Plaintiff to incur expenses and lost time. Plaintiff
4 would not have had to engage in these efforts and incur these costs had Defendants provided the
5 accurate hours worked, wages earned, and rates of pay. This has also delayed Plaintiff's ability to
6 demand and recover underpayment of wages from Defendants.

7 51. Plaintiff and Class Members are entitled to recover from Defendants the greater of
8 all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or \$50.00
9 for the initial pay period in which a violation occurred and \$100.00 per employee for each violation
10 in subsequent pay periods in an amount not exceeding \$4,000.00 per employee, plus attorneys'
11 fees and costs.

12 52. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff and
13 Class Members from knowing, understanding, and disputing the wages paid to them and resulted
14 in a unjustified economic enrichment to Defendants. As a result of Defendants' knowing and
15 intentional failure to comply with California Labor Code § 226(a), Plaintiff and Class Members
16 have suffered an injury, in the exact amount of damages and/or penalties to be shown according to
17 proof at trial.

18 **FOURTH CAUSE OF ACTION**

19 **FAILURE TO PAY ALL WAGES DUE DURING EMPLOYMENT AND UPON** 20 **SEPARATION OF EMPLOYMENT**

21 (Violation of Labor Code §§ 201, 202, 203, 204, & 210)

22 53. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
23 though fully set forth herein.

24 54. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
25 the wages earned and unpaid at the time of discharge are due and payable immediately, and that if
26 an employee voluntarily leaves his or her employment, his or her wages shall become due and
27 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
28 two (72) hours previous notice of an intention to quit, in which case the employee is entitled to his

1 or her wages at the time of quitting.

2 55. Labor Code § 203 provides that if an employer willfully fails to pay wages in
3 accordance with Labor Code §§ 201 and 202 to any employee who is discharged or quit, the wages
4 of the employee shall continue as a penalty from the due date thereof at the same rate until paid or
5 until an action therefor is commenced, but not for more than 30 days.

6 56. Labor Code § 204 provides that employees must be paid within a certain number of
7 days of the close of the pay period. Labor Code § 210 provides that any employer who fails to pay
8 in accordance with the deadlines set forth in Labor Code § 204 shall be subject to a penalty in the
9 amount of \$100 for each failure to pay each employee and \$200 plus 25% of the amount unlawfully
10 withheld for each subsequent violation or any willful or intentional violation.

11 57. During the relevant time period, Defendants failed to timely pay Plaintiff and Class
12 Members wages earned during the pay period within the required time limits.

13 58. During the relevant time period, Defendants willfully failed to pay Plaintiff and
14 Class Members their earned wages upon termination, either at the time of discharge or within
15 seventy-two (72) hours of their leaving Defendants' employ.

16 59. Defendants' failure to pay Plaintiff and Class Members all their earned wages within
17 the required time limits during employment and at the time of discharge or within seventy-two (72)
18 hours of their leaving Defendants' employ is in violation of Labor Code §§ 201, 202, and 204.

19 60. Plaintiff and other Class Members are entitled to recover from Defendants the
20 statutory penalties set forth in Labor Code §§ 203 and 210.

21 **FIFTH CAUSE OF ACTION**

22 **UNFAIR AND UNLAWFUL BUSINESS PRACTICES**

23 (Violation of Business and Professions Code §§ 17200, *et seq.*)

24 61. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
25 though fully set forth herein.

26 62. California Business and Professions Code §§ 17200, *et seq.* prohibits acts of unfair
27 competition, which includes any "unlawful, unfair, or fraudulent business act or practice . . ."

28 63. A violation of California Business and Professions Code §§ 17200, *et seq.* may be

1 predicated on a violation of any state or federal law. Defendants' policies and practices violated
2 California law, causing Plaintiff and Class Members to suffer and continue to suffer injuries-in-
3 fact.

4 64. Labor Code § 246 provides that an employee who works in California for the same
5 employer for 30 or more days within a year from the commencement of employment is entitled to
6 paid sick days accrued at a rate of not less than one hour per every 30 hours worked.

7 65. Labor Code § 248.5 provides that any person enforcing Labor Code § 246 on behalf
8 of the public shall, upon prevailing, be entitled to equitable, injunctive, or restitutionary relief, and
9 reasonable attorneys' fees and costs.

10 66. Defendants' policies and practices violated state law in at least the following
11 respects:

12 (a) Failing to pay sick and overtime to Plaintiff and Class Members at the correct
13 rate in violation of Labor Code §§ 246, 248.5, 510, 1194, & 1198;

14 (b) Failing to indemnify Plaintiff and Class Members for necessary business
15 expenditures or losses incurred in direct discharge of their duties in violation
16 of Labor Code § 2802.

17 67. As alleged herein, Defendant engaged in unlawful conduct in violation of the
18 California Labor Code and IWC Wage Orders, such as failing to pay sick and overtime wages and
19 failing to indemnify necessary business expenditures or losses, all in order to decrease their costs
20 of doing business and increase their profits.

21 68. Plaintiff is informed and believes and thereon alleges that during the relevant time
22 period, Defendants were knowledgeable concerning the wage and hour laws of California.

23 69. During the relevant time period, Defendants intentionally avoided paying Plaintiff
24 and Class Members wages and monies owed, thereby creating an artificially lower cost of doing
25 business in order to undercut Defendants' competitors and gain a greater foothold in the
26 marketplace.

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70. By violating the foregoing statutes and regulations as herein alleged, Defendants' acts constitute unfair and unlawful business practices under California Business and Professions Code §§ 17200, *et seq.*

71. As a result of the unfair and unlawful business practices of Defendants as alleged herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and restitution in an amount to be shown according to proof at trial.

72. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members, and the general public. Based on Defendants' conduct as alleged herein, Plaintiff and Class Members are entitled to an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

SIXTH CAUSE OF ACTION

ENFORCEMENT OF PRIVATE ATTORNEYS GENERAL ACT

(Labor Code §§ 2698, *et seq.*)

73. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

74. Labor Code § 2699(a) provides that notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees against whom a violation of the same code provision was committed pursuant to the procedures specified in Section 2699.3.

75. Labor Code § 2699(m) provides that civil penalties recovered by aggrieved employees shall be distributed as follows: 65% to the Labor and Workforce Development Agency for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and

35% to the aggrieved employees.

76. Plaintiff and all other non-exempt employees currently or formerly employed by Defendants in California at any time from October 21, 2024 to the present are “aggrieved employees” as defined in Labor Code § 2699(c).

77. Defendants’ conduct, as alleged herein, violates numerous Labor Code sections, including the following:

- (a) Failing to pay sick, and overtime to Plaintiff and other aggrieved employees at the correct rate in violation of Labor Code §§ 246, 510, 558, 1194, and 1198;
- (b) Failing to indemnify necessary expenses in violation of Labor Code § 2802;
- (c) Failing to provide accurate itemized wage statements in violation of Labor Code § 226;
- (d) Failing to timely pay all wages due during Plaintiff’s and other aggrieved employees’ employment and at the end of their employment in violation of Labor Code §§ 201, 202, 203, 204, and 210; and
- (e) Failing to maintain accurate and complete records showing the hours worked each day by Plaintiff and other Aggrieved Employees in violation of Labor Code §§ 1174 and 1174.5.

78. Plaintiff personally suffered each of the Labor Code violations alleged in this lawsuit within the one-year period prior to her Private Attorneys General Act of 2004 (“PAGA”) notice.

79. Plaintiff has exhausted the administrative requirements provided in Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on Plaintiff’s own behalf and on behalf of all other aggrieved employees under PAGA.

80. Plaintiff is entitled to recover civil penalties pursuant to Labor Code §§ 210, 558, 1174.5, 2699, 2699.3, and 2699.5 for the Labor Code violations alleged herein.

81. Plaintiff is entitled to recover attorneys’ fees pursuant to Labor Code §§ 210, 218.5, and 2699(g)(1).

1 **PRAYER FOR RELIEF**

2 On Plaintiff's own behalf and on behalf of all others similarly situated, Plaintiff prays for
3 relief and judgment against Defendants, jointly and severally, as follows:

4 1. For certification under California Code of Civil Procedure § 382 of the proposed
5 Class;

6 2. For appointment of Plaintiff as class representative;

7 3. For appointment of Abramson Labor Group as class counsel;

8 4. For compensatory damages in an amount according to proof at trial;

9 5. For an award of damages in the amount of unpaid compensation including, but not
10 limited to, unpaid wages, necessary business expenditures or losses, benefits, and penalties;

11 6. For economic and/or special damages in an amount according to proof at trial;

12 7. For statutory penalties to the extent permitted by law, including those pursuant to
13 the Labor Code and IWC Wage Orders;

14 8. For injunctive relief as provided by the California Labor Code and California
15 Business and Professions Code §§ 17200, *et seq.*;

16 9. For civil penalties pursuant to PAGA;

17 10. For restitution as provided by Business and professions Code §§ 17200, *et seq.*;

18 11. For an order requiring Defendants to restore and disgorge all funds to each employee
19 acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent
20 and, thereof, constituting unfair competition under Business and Professions Code §§ 17200, *et*
21 *seq.*;

22 12. For pre-judgment interest;

23 13. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by
24 law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§ 210, 218.5,
25 226(e), 1194, 2699(g)(1), and 2802; and

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14. For such other relief as the Court deems just and proper.

Dated: December 26, 2025

ABRAMSON LABOR GROUP

By: 
 Fawn F. Bekam
 Jacquelyn Silva
 Desiree Ruiz Alfaro
 Attorneys for Plaintiff Alexis Rosal

PROOF OF SERVICE

Rosal v. The Downey Foundation for Educational Opportunities
25STCV30717

I, Delaney Graves, state that I am employed in Los Angeles County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 1700 W Burbank Blvd Burbank, California 91506. My electronic service address is delaney@abramsonlabor.com.

On December 26, 2025, I served the following:

• **FIRST AMENDED COMPLAINT**

on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Joshua Lange

Jonathan Judge

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

12800 Center Court Drive, Suite 300

Cerritos, CA 90703

Tel: (562) 653-3200

Fax (562) 653-3333

Joshua.Lange@aalrr.com

JJudge@aalrr.com

Christina.Castron@aalrr.com

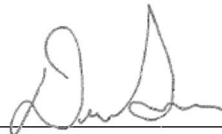
Attorneys for Defendant:

THE DOWNEY FOUNDATION FOR EDUCATIONAL OPPORTUNITIES

(X) **BY E-MAIL:** I hereby certify that this document was served from Irvine, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed on December 26, 2025 at Burbank, California.



Delaney Graves