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

KELSEY TROTT, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

LEARN-IT SYSTEMS, LLC; and DOES 1
through 100, inclusive,

Defendants.

Case No. CIVSB2534269

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

- 1) **Failure to Pay All Minimum Wages**
(Labor Code §§ 1182.12, 1194,
1194.2, 1197);
- 2) **Meal Period Violations** (Labor Code
§§ 226.7, 512, and 558);
- 3) **Rest Period Violations** (Labor Code
§§ 226.7, 516, and 558);
- 4) **Wage Statement Violations** (Labor
Code § 226 *et seq.*);
- 5) **Waiting Time Penalties** (Labor Code
§§ 201-203);
- 6) **Failure to Reimburse Employees for
Necessary Business Expenses** (Labor
Code §§ 2802 and 2804);
- 7) **Unfair Competition** (Bus. & Prof.
Code § 17200 *et seq.*); and
- 8) **Civil Penalties and Public Injunctive
Relief under the Private Attorneys
General Act** (Labor Code § 2698 *et
seq.*)

**DEMAND FOR JURY TRIAL
REQUEST FOR PUBLIC INJUNCTIVE
RELIEF
UNLIMITED CIVIL CASE**

1 Plaintiff Kelsey Trott (“Plaintiff”), individually and on behalf of all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“Complaint”) against
3 Defendants Learn-It Systems, LLC; and DOES 1 through 100, inclusive (collectively, “Defendants”),
4 and on information and belief alleges as follows:

5 **STATEMENT OF THE CASE**

6 1. This proposed class and representative action, brought pursuant to California Code of
7 Civil Procedure § 382, seeks unpaid minimum wages, meal and rest period premium pay, statutory
8 penalties, liquidated damages, interest, reasonable attorneys’ fees, and costs. Plaintiff’s action is
9 brought under California Labor Code §§ 201-204, 206, 210, 221, 223, 224, 226, 226.3, 226.7, 512,
10 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2800, 2802, and 2804,
11 California Business & Professions Code §§ 17200 *et seq.*, and the Industrial Welfare Commission
12 Wage Order No. 15 (“Wage Order 15”), in addition to seeking declaratory relief and restitution.

13 **JURISDICTION AND VENUE**

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

19 3. Venue in this County is proper under California Business & Professions Code § 17203
20 and California Code of Civil Procedure § 395.5 because a substantial part of Defendants’ unlawful
21 conduct, acts, and omissions alleged in this Complaint occurred in this County, Defendants conduct
22 substantial business in this County, and/or Defendants’ liability arose in this County.

23 **PARTIES**

24 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
25 Plaintiff was, and currently is, a resident of California. Within the statute of limitations periods
26 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
27 employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of herein,
28 lost money and/or property, and has been deprived of the rights guaranteed to her by Labor Code §§

1 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*,
2 2802, 2804, Business & Professions Code § 17200 *et seq.*, and Wage Order 15, which sets employment
3 standards for household occupations.

4 5. Plaintiff is informed and believes, and based thereon alleges, that during the time period
5 relevant to this action, Defendants did (and do) business by offering assessments, direct Applied
6 Behavioral Analysis (“ABA”) services, caregiver training, and social skills group opportunities for
7 preschoolers, school-age children, teens, and adults.

8 6. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned
9 herein, Defendants were licensed to do business in California and were the employers of Plaintiff and
10 of the members of the Classes (as defined below).

11 7. Plaintiff does not know the true names, capacities, relationships, and/or the extent of
12 participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this Complaint.
13 For that reason, Defendants DOES 1 through 100, inclusive, are sued under such fictitious names.
14 Plaintiff prays for leave to amend this Complaint when their true names and capacities are known.
15 Plaintiff is informed and believes, and based thereon alleges, that each fictitiously named Respondent
16 is and was responsible in some way for the alleged wage-and-hour violations and other wrongful
17 conduct that subjected Plaintiff and the Classes, as defined below, to the illegal employment practices,
18 wrongs and injuries complained of herein. All references in this Complaint to “Defendants” shall be
19 deemed to include all DOE Defendants.

20 8. At all times herein mentioned, each of said Defendants participated in the doing of the
21 acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,
22 and each of them, were the agents, servants, and employees of each and every one of the other
23 Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting
24 within the course and scope of said agency and employment. Defendants, and each of them, approved
25 of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of
26 herein.

27 9. At all times mentioned herein, Defendants, and each of them, were members of and
28 engaged in a joint venture, partnership, and common enterprise, and acted within the course and scope

1 of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges
2 that all Defendants were joint employers for all purposes of Plaintiff and the Classes (as defined
3 below).

4 **GENERAL FACTUAL ALLEGATIONS**

5 10. Defendants did (and do) business by offering assessments, direct ABA services,
6 caregiver training, and social skills group opportunities for preschoolers, school-age children, teens,
7 and adults. Defendants employed Plaintiff in the non-exempt position of “Behavior Therapist” (or
8 other similarly titled position) from approximately June 20, 2025 through November 5, 2025.
9 Plaintiff’s primary job duties included providing individualized therapy services for children with
10 autism.

11 11. Defendants’ practices and policies deprived Plaintiff and other non-exempt employees
12 of minimum wages. Defendants required Plaintiff and other non-exempt employees to complete work-
13 related tasks off the clock, such as donning and doffing, communicating with Defendants’
14 management and supervisors (debriefings and meetings), working through meal periods as a result of
15 work demands, and closing/end-of-shift duties (*e.g.*, finishing up paperwork). Defendants also failed
16 to provide Plaintiff with an accurate method to track her hours worked. Rather than have Plaintiff
17 clock in and out for work, Defendants instructed Plaintiff to input her billable time on CentralReach,
18 an ABA practice management software. Defendants’ supervisors instructed Plaintiff and other non-
19 exempt employees that they could only “bill” if they worked more than 10 minutes. Defendants paid
20 Plaintiff and other non-exempt employees for their hours billed instead of all hours worked. Due to
21 Defendants’ timekeeping policies/practices that fail to compensate for all hours worked, Plaintiff and
22 other non-exempt employees were not compensated for all required minimum wages.

23 12. Defendants failed to provide Plaintiff and other non-exempt employees with all legally
24 compliant meal periods due to Defendants’ meal period policies/practices, which have resulted in late
25 (commencing after the fifth hour of work), short (less than 30 minutes), and/or missed meal periods.
26 Plaintiff’s meal periods were cut short as Plaintiff and other non-exempt employees were regularly
27 interrupted with emergent work issues and expected to respond during their meal periods. Further, on
28 occasions when Plaintiff and other non-exempt employees were provided meal periods, Defendants

1 required Plaintiff and other non-exempt employees to keep a communication device on their person
2 to communicate with their supervisors at all times, in violation of *Augustus v. ABM Security Svcs.,*
3 *Inc.* (2016) 2 Cal.5th 257. *Id.*, at 269 (“[O]ne cannot square the practice of compelling employees to
4 remain at the ready, **tethered by time and policy to particular...communications devices**, with the
5 requirement to relieve employees of all work duties and employer control.”) (emphasis added). As
6 such, Defendants failed to relinquish control over how Plaintiff and other non-exempt employees spent
7 their meal periods. As a result of Defendants’ meal period practices and policies, Plaintiff and other
8 non-exempt employees were not provided with all lawful meal periods to which they were entitled.
9 On occasions when Plaintiff and other non-exempt employees were not provided with all lawful meal
10 periods to which they were entitled, Defendants failed to pay Plaintiff and other non-exempt
11 employees an additional hour of premium pay at the regular rate of pay for each workday in which a
12 meal period violation occurred, as required by Labor Code § 226.7. Upon information and belief, for
13 at least a portion of the relevant time period, Defendants failed to maintain any pay code or other
14 mechanism for the payment of meal period premiums when they failed to authorize and permit
15 Plaintiff with legally compliant meal periods.

16 13. Plaintiff and other non-exempt employees were not authorized and permitted to take a
17 duty free, ten-minute rest period for every 4 hours worked (or major fraction thereof) due to
18 Defendants’ rest period policies/practices. For example, due to Defendants’ rest period
19 policies/practices and work demands, Plaintiff was not authorized and permitted to take a duty free,
20 ten-minute rest period during approximately 50% of her 3.5+ hour shifts. Further, even if Plaintiff and
21 other non-exempt employees were ever able to take a rest period, which Plaintiff alleges they were not
22 much of the time, Defendants required Plaintiff and other non-exempt employees to carry and be
23 responsive to their communication devices at all times while on duty in violation of *Augustus. Id.*, 2
24 Cal.5th at 269 (“[O]ne cannot square the practice of compelling employees to remain at the ready,
25 **tethered by time and policy to particular...communications devices**, with the requirement to
26 relieve employees of all work duties and employer control during 10-minute rest periods.”) (emphasis
27 added). As such, Defendants failed to relinquish control over how Plaintiff and other non-exempt
28 employees spent their rest periods. As a result of Defendants’ rest period practices and policies,

1 Plaintiff and other non-exempt employees were not provided with all lawful rest periods to which they
2 were entitled. On occasions when Plaintiff and other non-exempt employees were not provided with
3 all lawful rest periods to which they were entitled, Defendants failed to pay Plaintiff and other non-
4 exempt employees an additional hour of premium pay at the regular rate of pay for each workday in
5 which a rest period violation occurred, as required by Labor Code § 226.7. Upon information and
6 belief, for at least a portion of the relevant time period, Defendants failed to maintain any pay code or
7 other mechanism for the payment of rest period premiums when they failed to authorize and permit
8 Plaintiff with legally compliant rest periods.

9 14. Defendants also required Plaintiff and other non-exempt employees to provide their
10 own supplies necessary to perform their job duties without reimbursing them for these necessary
11 business expenses. Specifically, Defendants required Plaintiff and other non-exempt employees to use
12 their personal cell phones to communicate throughout the day with supervisors about their work duties.
13 Upon information and belief, Defendants did not reimburse Plaintiff and other non-exempt employees
14 for a reasonable portion of their cellular phone expenses, as mandated by *Cochran v. Schwan's Home*
15 *Service, Inc.* (2014) 228 Cal.App.4th 1137, and Labor Code § 2802.

16 15. As a result of Defendants' failure to pay minimum wages and meal and rest period
17 premium wages owed, Defendants also maintained inaccurate payroll records, issued inaccurate wage
18 statements to Plaintiff and other non-exempt employees, and failed to pay all final wages owed to
19 Plaintiff and other non-exempt employees upon their respective separations from employment.

20 **CLASS ACTION ALLEGATIONS**

21 16. **Class Definitions:** Plaintiff brings this action on behalf of herself and the following
22 Classes pursuant to Code of Civil Procedure § 382:

- 23 a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt
24 employees in California who were subject to Defendants' timekeeping policies and/or
25 practices for non-exempt employees, during the four years immediately preceding the
26 filing of this action through the present.

- b. The Meal Period Class consists of all Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours during the four years immediately preceding the filing of this action through the present.
- c. The Rest Period Class consists of all Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours, during the four years immediately preceding the filing of this action through the present.
- d. The Waiting Time Class consists of all members of the Minimum Wage Class, Meal Period Class, and/or Rest Period Class, who separated their employment with Defendants during the three years immediately preceding the filing of this action through the present.
- e. The Reimbursement Class consists of all Defendants' current and former non-exempt employees in California who were who were subject to Defendants' reimbursement policies/practices, during the four years immediately preceding the filing of this action through the present.
- f. The Wage Statement Class consists of: (i) all members of the Minimum Wage Class, Meal Period Class, and/or Rest Period Class; and/or (ii) all of Defendants' current and former non-exempt employees in California who were paid in cash for work performed, who received a wage statement from Defendants during the one year immediately preceding the filing of this action through the present.

17. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

18. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated non-exempt employees, which predominate over questions affecting only individual members including, without limitation to:

- a. Whether Defendants paid all minimum wages owed for all hours worked to members of the Minimum Wage Class pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;
- b. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Minimum Wage Class;
- c. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- d. Whether Defendants authorized and permitted all lawful rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- e. Whether Defendants correctly paid meal and/or rest period premium payments for non-compliant meal and/or rest periods pursuant to Labor Code § 226.7;
- f. Whether Defendants paid all wages/compensation due upon separation to members of the Waiting Time Class pursuant to Labor Code § 203;
- g. Whether Defendants failed to reimburse members of the Reimbursement Class for all necessary business expenses incurred pursuant to Labor Code §§ 2802 and 2804; and
- h. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226.

19. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform timeclock policies/practices, meal and rest period policies/practices, and reimbursement policies/practices. As such, common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

20. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the action. As alleged herein, Plaintiff, like the members of the Classes, was deprived of all minimum wages owed, was not provided all required meal periods, was not authorized and permitted to take all required rest periods, did not

1 receive meal and rest period premium wages at her regular rate of pay for missed or non-compliant
2 meal and rest periods, was not reimbursed for all necessary business expenses, and was not provided
3 with accurate, itemized wage statements.

4 21. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
5 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
6 attorneys are ready, willing and able to fully and adequately represent the members of the Classes and
7 Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class actions in the past and
8 are committed to vigorously prosecuting this action on behalf of the members of the Classes.

9 22. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
10 important public interest in establishing minimum working conditions and standards in California.
11 These laws and labor standards protect the average working employee from exploitation by employers
12 who have the responsibility to follow the laws and who may seek to take advantage of superior
13 economic and bargaining power in setting onerous terms and conditions of employment. The nature
14 of this action and the format of laws available to Plaintiff and members of the Classes make the class
15 action format a particularly efficient and appropriate procedure to redress the violations alleged herein.
16 If each employee were required to file an individual lawsuit, Defendants would necessarily gain an
17 unconscionable advantage since they would be able to exploit and overwhelm the limited resources of
18 each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring
19 each member of the Classes to pursue an individual remedy would also discourage the assertion of
20 lawful claims by employees who would be disinclined to file an action against their former and/or
21 current employer for real and justifiable fear of retaliation and permanent damage to their careers at
22 subsequent employment. Further, the prosecution of separate actions by the individual class members,
23 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
24 with respect to the individual class members against Defendants herein; and which would establish
25 potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect
26 to individual class members which would, as a practical matter, be dispositive of the interest of the
27 other class members not parties to adjudications or which would substantially impair or impede the
28 ability of the class members to protect their interests. Further, the claims of the individual members of

1 the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the
2 concomitant costs and expenses attending thereto. As such, the Classes identified herein are
3 maintainable as a Class under Code of Civil Procedure § 382.

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO PAY ALL MINIMUM WAGES**

6 **(AGAINST ALL DEFENDANTS)**

7 23. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

8 24. Wage Order 15, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right
9 of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor
10 Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum
11 wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees
12 and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest
13 accrued thereon.

14 25. At all relevant times herein, Defendants failed to conform their pay practices to the
15 requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class for all
16 hours worked including, but not limited to, all hours they were subject to the control of Defendants
17 and/or suffered or permitted to work under the California Labor Code and Wage Order 15.

18 26. California Labor Code § 1198 makes unlawful the employment of an employee under
19 conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an
20 employer who has failed to pay its employees the legal minimum wage is liable to pay those employees
21 the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages
22 due and interest thereon.

23 27. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
24 Plaintiff and the Minimum Wage Class have sustained economic damages including, but not limited
25 to, unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover
26 economic and statutory damages and penalties and other appropriate relief as a result of Defendants'
27 violations of the California Labor Code and Wage Order 15.

28 28. The foregoing practices and policies are unlawful and create an entitlement to recovery

1 by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid amount of
2 minimum wages owing, including interest thereon, liquidated damages, statutory and civil penalties,
3 attorney's fees, and costs of suit according to California Labor Code §§ 204, 558, 1194, 1197, and
4 1198, Wage Order 15, and Code of Civil Procedure § 1021.5.

5 29. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
6 conduct described herein, have committed an "intentional theft of wages in an amount greater than
7 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
8 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
9 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
10 the Minimum Wage Class of wages by unlawful means with the knowledge that the wages are due to
11 the Minimum Wage Class under the law. Thus, Plaintiff and members of the Minimum Wage Class
12 are entitled to treble damages and costs, including reasonable attorneys' fees, pursuant to California
13 Penal Code § 496(c).

14 **SECOND CAUSE OF ACTION**

15 **MEAL PERIOD VIOLATIONS**

16 **(AGAINST ALL DEFENDANTS)**

17 30. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

18 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in
19 their affirmative obligation to provide all of their non-exempt employees in California, including
20 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance
21 with the mandates of the California Labor Code and Wage Order 15, § 11. Despite Defendants'
22 violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal
23 Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204,
24 210, 226.7, and 512.

25 32. As a result, Defendants are responsible for paying premium compensation for meal
26 period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 15, including interest
27 thereon, statutory penalties, civil penalties, and costs of suit.

28 33. Plaintiff is informed, believes, and thereon alleges that Defendants, through their

1 conduct described herein, have committed an “intentional theft of wages in an amount greater than
2 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
3 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within
4 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
5 the Meal Period Class of wages by unlawful means with the knowledge that the wages are due to the
6 Meal Period Class under the law. Thus, Plaintiff and members of the Meal Period Class are entitled to
7 treble damages and costs, including reasonable attorneys’ fees, pursuant to California Penal Code §
8 496(c).

9 **THIRD CAUSE OF ACTION**

10 **REST PERIOD VIOLATIONS**

11 **(AGAINST ALL DEFENDANTS)**

12 34. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

13 35. Wage Order 15, § 12 and Labor Code §§ 226.7 and 516 establish the right of employees
14 to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or
15 major fraction thereof.

16 36. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of
17 the Rest Period Class to take all required rest periods.

18 37. The foregoing violations create an entitlement to recovery by Plaintiff and members of
19 the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including
20 interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7,
21 516, and Civil Code §§ 3287(b) and 3289.

22 38. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
23 conduct described herein, have committed an “intentional theft of wages in an amount greater than
24 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
25 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within
26 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
27 the Rest Period Class of wages by unlawful means with the knowledge that the wages are due to the
28 Rest Period Class under the law. Thus, Plaintiff and members of the Rest Period Class are entitled to

1 treble damages and costs, including reasonable attorneys' fees, pursuant to California Penal Code §
2 496(c).

3 **FOURTH CAUSE OF ACTION**
4 **WAGE STATEMENT VIOLATIONS**
5 **(AGAINST ALL DEFENDANTS)**

6 39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

7 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and
9 members of the Wage Statement Class with accurate and complete, itemized wage statements that
10 included, among other requirements, all hours worked, total gross wages earned, all rates of pay and
11 corresponding number of hours worked, total net wages earned, and the correct name of the legal entity
12 that is the employer in violation of Labor Code §§ 226 *et seq.*

13 41. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with
14 accurate and complete, itemized wage statements resulted in actual injury, as said failures led to,
15 among other things, the non-payment of minimum wages and meal and rest period premium wages
16 owed, and deprived them of the information necessary to identify the discrepancies in Defendants'
17 reported data.

18 42. Defendants' failures create an entitlement to recovery by Plaintiff and members of the
19 Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code §§
20 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit
21 according to California Labor Code §§ 226 *et seq.*

22 **FIFTH CAUSE OF ACTION**
23 **WAITING TIME PENALTIES**
24 **(AGAINST ALL DEFENDANTS)**

25 43. Plaintiff re-alleges and incorporates all previous paragraphs.

26 44. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an
27 employer to pay all wages earned immediately at the time of separation of employment in the event
28 the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her

1 intent to quit. In the event the employee provides less than 72 hours of his/her intent to quit, said
2 employee's wages become due and payable no later than 72 hours upon said employee's last date of
3 employment.

4 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
5 timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at the time of
6 their separation, which includes, among other things, underpaid minimum wages, and meal and rest
7 period premium wages. Further, Plaintiff is informed and believes, and based thereon alleges, that as
8 a matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting
9 Time Class all earned wages at the end of employment in a timely manner pursuant to Labor Code §§
10 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code §
11 203.

12 46. Defendants' willful failure to timely pay Plaintiff and members of the Waiting Time
13 Class their earned wages upon separation from employment, results in a continued payment of wages
14 up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and members of the
15 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable
16 attorneys' fees and costs of suit.

17 **SIXTH CAUSE OF ACTION**

18 **FAILURE TO REIMBURSE EMPLOYEES FOR NECESSARY BUSINESS EXPENSES** 19 **(AGAINST ALL DEFENDANTS)**

20 47. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 48. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
22 states that "an employer shall indemnify his or her employees for all necessary expenditures or losses
23 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her
24 obedience to the directions of the employer."

25 49. At all times relevant herein, Defendants were subject to Labor Code § 2804, which
26 states that "any contract or agreement, express or implied, made by any employee to waive the benefits
27 of this article or any part thereof, is null and void, and this article shall not deprive any employee or
28 his personal representative of any right or remedy to which he is entitled under the laws of this State."

1 50. As alleged herein, due to Defendants' unlawful reimbursement practices, Defendants
2 failed to indemnify Plaintiff and the members of the Reimbursement Class for all necessary business
3 expenses incurred, including, among other things, personal cell phone usage.

4 51. As a proximate result of Defendants' policies and/or practices in violation of Labor
5 Code §§ 2802, 2804, and Wage Order 15, Plaintiff and members of the Reimbursement Class are
6 entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown
7 according to proof at trial, pursuant to Labor Code § 2802.

8 **SEVENTH CAUSE OF ACTION**

9 **UNFAIR COMPETITION**

10 **(AGAINST ALL DEFENDANTS)**

11 52. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

12 53. Defendants have engaged and continue to engage in unfair and/or unlawful business
13 practices in California in violation of Business and Professions Code §§ 17200 *et seq.* by, amongst
14 other things, failing to pay Plaintiff and the Classes all minimum wages owed; failing to pay all
15 required meal and rest period premium wages owed; failing to reimburse for all necessary business
16 expenses incurred; and knowingly failing to furnish complete and accurate, itemized wage statements.

17 54. Defendants' utilization of these unfair and/or unlawful business practices deprived
18 Plaintiff, and continues to deprive members of the Classes, of compensation to which they are legally
19 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
20 Defendants' competitors who have been and/or are currently employing workers and attempting to do
21 so in honest compliance with applicable wage and hour laws.

22 55. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
23 herein, Plaintiff, for herself and on behalf of the members of the Classes, seeks full restitution of
24 monies as necessary and according to proof to restore any and all monies withheld, acquired and/or
25 converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

26 56. The acts complained of herein occurred within the last four years immediately
27 preceding the filing this action.

28 57. Plaintiff was compelled to retain the services of counsel to file this court action to

1 protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
2 Defendants' current non-exempt employees, and to enforce important rights affecting the public
3 interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is
4 entitled to recover under Code of Civil Procedure § 1021.5.

5 **EIGHTH CAUSE OF ACTION**
6 **CIVIL PENALTIES AND PUBLIC INJUNCTIVE RELIEF UNDER THE PRIVATE**
7 **ATTORNEYS GENERAL ACT**
8 **(AGAINST ALL DEFENDANTS)**

9 58. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 59. Defendants have committed several Labor Code violations against Plaintiff, members
11 of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning
12 of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved employees, brings this
13 representative action against Defendants to recover the civil penalties due to Plaintiff, the members of
14 the Classes, other aggrieved employees, and the State of California according to proof pursuant to
15 Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial
16 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
17 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25%
18 of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
19 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
20 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
21 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
22 pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial
23 violation and \$200 for each subsequent violation per employee per pay period for those violations of
24 the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code
25 violations:

- 26 a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage
27 Class, and other aggrieved employees in violation of Labor Code §§ 558, 1182.12, 1194,
28 1194.2, 1197, and 1198;

- b. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- c. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- d. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- e. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;
- f. Failing to pay Plaintiff and other aggrieved employees all earned wages upon separation from employment in violation of Labor Code § 203; and
- g. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 558, 1174, and 1198.

60. On November 20, 2025, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in this cause of action. Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted the administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

61. Based on the foregoing, Plaintiff seeks to represent herself and all Aggrieved Employees, as defined by Labor Code § 2699(c).

62. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which he is

1 entitled to receive under California Labor Code § 2699(g).

2 **PRAYER FOR RELIEF**

3 **WHEREFORE**, Plaintiff prays for judgment for herself and for all others on whose behalf
4 this suit is brought against Defendants, as follows:

- 5 1. For an order certifying the proposed Classes;
- 6 2. For an order appointing Plaintiff as representative of the Classes;
- 7 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 8 4. For compensatory damages;
- 9 5. For such general, economic, and/or special damages;
- 10 6. For liquidated damages pursuant to Labor Code § 1194.2;
- 11 7. For treble damages pursuant to Penal Code § 496(c) for violations of Penal Code §
12 487m;
- 13 8. For statutory penalties to the extent permitted by law, including pursuant to the Labor
14 Code and Wage Order 15;
- 15 9. For civil penalties due to Plaintiff, other aggrieved employees, and the State of
16 California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not
17 limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for
18 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
19 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial
20 violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay
21 period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to
22 Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00
23 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5)
24 \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period
25 for those violations of the Labor Code for which no civil penalty is specifically provided, based on the
26 Labor Code violations identified in the PAGA Cause of Action;
- 27 10. For public injunctive relief pursuant to Labor Code §§ 2698 *et seq.*;
- 28 11. For attorneys' fees, costs of suit, including expert fees, and interest pursuant to Labor

1 Code § 1194 and Code of Civil Procedure § 1021.5;

2 12. For restitution to Plaintiff and Class Members of all money and property unlawfully
3 acquired by Defendants through unfair or unlawful business practices pursuant to Business and
4 Professions Code §§ 17200 *et seq.*;

5 13. For an order requiring Defendants to restore and disgorge all funds to each employee
6 acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent
7 and, therefore, constituting unfair competition under Business and Professions Code §§ 17200 *et seq.*;

8 14. For prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
9 and Civil Code §§ 3287 and 3289;

10 15. A declaratory judgment that the practices complained of herein are unlawful under
11 California law; and

12 16. For such other and further relief, the Court may deem just and proper.

13
14 Dated: January 26, 2026

Respectfully submitted,
MANAHAN O'DELL LLP

15
16 By: Shaheen Anthony Etemadi

17 Shaheen Anthony Etemadi
18 Attorneys for Plaintiff

19 **DEMAND FOR JURY TRIAL**

20 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

21 Dated: January 26, 2026

Respectfully submitted,
MANAHAN O'DELL LLP

22
23 By: Shaheen Anthony Etemadi

24 Shaheen Anthony Etemadi
25 Attorneys for Plaintiff
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27
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PROOF OF SERVICE
Kelsey Trott v. Learn-It Systems, LLC
Superior Court of California, San Bernardino County
Case No. CIVSB2534269

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County aforesaid, over the age of eighteen years, and not a party to the within entitled action. My business address is Manahan O'Dell LLP, 7700 Irvine Center Drive, Suite 180, Irvine, California 92618. On January 26, 2026, I served the following documents:

FIRST AMENDEND CLASS AND REPRESENTATIVE ACTION COMPLAINT

on the parties in this action as follows:

Adam T. Simons Sabrina Beldner McGuireWoods LLP 1800 Century Park East, 8th Floor Los Angeles, CA 90067 ASimons@mcguirewoods.com SBeldner@mcguirewoods.com	<i>Attorneys for Defendant</i> <i>Learn-It Systems, LLC</i>
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☒ **(BY EMAIL OR ELECTRONIC DELIVERY)** Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at their electronic notification addresses. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on January 26, 2026 at Irvine, California.

Patricia Valentine

Patricia Valentine.