

November 3, 2025

VIA ON-LINE SUBMISSION ONLY TO:

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Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA CERTIFIED MAIL TO:

(by certified mail to Young Women's Christian Association of Greater Los Angeles, California)

Young Women's Christian Association of Greater Los Angeles, California
1020 S. Olive Street, 7th Floor
Los Angeles, CA 90015
Certified Mail Tracking Number: 9414 8111 0549 5844 3011 36

Joanne Mathew
Agent for Service of Process for Young Women's Christian Association
of Greater Los Angeles, California
1020 S. Olive Street, 7th Floor
Los Angeles, CA 90015
Certified Mail Tracking Number: 9414 8111 0549 5844 3013 96

**Re: Labor Code § 2698, *et seq.* Penalties - PAGA Notice Letter to LWDA
*Monica M. Valencia v. Young Women's Christian Association
of Greater Los Angeles, California*
Superior Court for the County of Los Angeles**

Gentlepersons:

This office represents Plaintiff Monica M. Valencia (“Plaintiff”) and other similarly aggrieved employees employed as non-exempt, hourly workers and in related positions by Defendants in California during the relevant period (collectively “Aggrieved Employees”) for, *inter alia*, violations of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2810.5, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.* (“the Act”). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of herself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants Young Women's Christian Association of Greater Los Angeles, California and Does 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).



This correspondence will serve to satisfy the notice requirements under the Act, along with a copy of Plaintiff's Class Action Complaint, which is attached to this Notice letter. The Complaint is being concurrently filed in Los Angeles Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

Relevant Facts

Plaintiff and the Aggrieved Employees were employed as hourly, non-exempt Employees by Defendants in positions generally pertaining to providing education services to Defendants' clients. Plaintiff, and upon information and belief the other Aggrieved Employees, were required to perform work tasks based out of Defendants' schools, and centers in California. Plaintiff was employed by Defendants as a preschool teacher, and Defendants tasked her with duties that included supervising classrooms, provide early education lessons for toddlers and young children, engage in integrated education and training, and cleaning and closing the center.

Defendants employed other similarly situated Employees as teachers, educators, and in similar and related positions to provide teaching and childcare services to Defendants' clients throughout California. Plaintiff and the Aggrieved Employees worked at Defendants' behest without being paid all wages due and without being provided all required breaks. More specifically, Plaintiff and the Aggrieved Employees were employed by Defendants and shared similar job duties and responsibilities, were subjected to the same policies and practices, and endured similar violations at Defendants' hands.

Defendants required Plaintiff and the Aggrieved Employees to work off-the-clock, but Defendants failed to accurately record the hours they were on the clock, failed to pay them at the appropriate rates for all hours worked, failed to pay all wages due and owing at termination or resignation, and failed to provide Plaintiff and the Aggrieved Employees with accurate itemized wage statements. Defendants also failed to provide Plaintiff and the Aggrieved Employees with lawful meal and rest periods, as Employees were required to remain under Defendants' control and were not provided with the opportunity to take full uninterrupted and duty-free rest periods and meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

Defendants YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF GREATER LOS ANGELES, CALIFORNIA ("YWCA Greater Los Angeles"), is a California nonprofit corporation which lists its principal address as 1020 S. Olive Street, 7th Floor, Los Angeles, California with the California Secretary of State. The wage statements issued to Plaintiff list "YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF GREATER LOS ANGELES, CALIFORNIA" as her employer with the same principal address, and upon information and belief the wage statements Defendants issued to the other Aggrieved Employees listed the same employer and address. Defendant YWCA Greater Los Angeles's website claims that it "has been a trusted provider of affordable—and often free—child development services to eligible families. Through programs tailored for infants, toddlers, and preschoolers, we nurture essential skills like motor development, physical coordination, and health awareness." Upon information and belief, YWCA Greater Los Angeles operates facilities and locations in California cities, including in Compton where Plaintiff worked. YWCA Greater Los Angeles also maintains and operates locations throughout Los Angeles County, including the cities of San Fernando, Los Angeles, and Walnut Park.



The Aggrieved Employees, including Plaintiff, are non-exempt employees pursuant to the applicable Wage Order of the Industrial Welfare Commission (“IWC”). During the relevant time period, the Aggrieved Employees were employed by Defendants and worked in non-exempt positions at the direction of Defendants in the State of California. Plaintiff and the Aggrieved Employees were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to pay Plaintiff and the Aggrieved Employees all wages due and owing, including compensation for off-the-clock work, noncompliant meal and rest breaks, and Defendants’ failure to furnish accurate wage statements, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

During the course of Plaintiff and the Aggrieved Employees’ employment with Defendants, they were not paid all wages they were owed, including for all hours they were performing work tasks or remaining under Defendants’ control (resulting in “off-the-clock” work) and for all their overtime hours worked, and they were not paid at the required rates for overtime. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants subjected Plaintiff and the Aggrieved Employees to similar policies and practices which resulted in similar violations as to the other similarly situated non-exempt, hourly employees based out of their schools in California.

Plaintiff was generally scheduled by Defendants to work five days per week for eight to nine hour shifts. Plaintiff’s scheduled shift times generally spanned from 9:00 a.m. to 5:30 p.m. However, during the course of her employment, Plaintiff was required by Defendants to endure substantial off-the-clock work before and after her scheduled shift hours and during her off-the-clock meal breaks.

Defendants’ policy and practice of requiring systematic off-the-clock work flowed in part from their unlawful timekeeping procedures. Defendants required Plaintiff and the Aggrieved Employees to record timekeeping entries through a mobile application on their personal cell phones. However, Plaintiff could only record the time worked during her scheduled shift, Defendants did not allow her to record the time spent checking management’s emails, meet with parents, setting up the classroom, and preparing the lesson plans and projects for the day prior to clocking in for the start of her shift. Moreover, after clocking out for the end of her shift, Plaintiff was required to stay behind to check management emails and check for the lessons plans for the following day before being allowed to leave for Defendant’s premises.

Additionally, despite Plaintiff recording compliant 30-minute meal periods during her shift, Defendant routinely required her to continue working and responding to work-related demands, such as continued supervision of the children, during her off-the-clock meal periods, effectively rendering them on-duty meal periods.

Although Defendants required time punch records for shift start and end times and meal period beginning and end times when Plaintiff was physically on Defendant’s premises, they did not allow Plaintiff to record time spent working off Defendants’ premises. Defendants required Plaintiff to complete integrated education training programs, which she did away from the work site, while off-the-clock and without compensation. Furthermore, almost every weekend, Plaintiff was required to



order project supplies in advance of the work week.

Additional systematic off-the-clock work occurred in the form of Defendants' failure to compensate Plaintiff for such off-the-clock communications. Plaintiff received messages, calls, and emails on her personal cellphone during and after work hours regarding work-related matters. Defendants required Plaintiff to use her personal cellphone to communicate with management, co-workers, and clients about work-related issues, even when she was off-the-clock. Upon information and belief, the Aggrieved Employees were also subject to Defendants' similarly unlawful practices and policies that resulted in off-the-clock work.

Defendants' uniformly applied policies and practices resulted in rampant off-the-clock work, and this in turn resulted in Plaintiff working well over eight hours in her work shifts. Defendants should have paid these hours at the required overtime premium rate, but Defendants' unlawful efforts to write off and minimize overtime hours resulted in further systematic failure to pay all wages at the required rates, including overtime. Plaintiff was therefore not paid for all her hours worked at the required minimum and overtime wage rates due to Defendants' uniformly applied and unlawful policy and practice of requiring Employees to work off-the-clock and without pay. Defendants systematically underpaid Plaintiff and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week. Upon information and belief, the Aggrieved Employees were bound by similar timekeeping policies and endured similar violations at Defendants' hands as Plaintiff.

Furthermore, Defendants have either failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the off-the-clock work Defendants required and the actual hours Plaintiff worked or the breaks she received. By failing to pay for all hours worked, and by under-recording regular hours to the detriment of the Aggrieved Employees, Defendants have committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code, including sections 226(a) and 1174, by either failing to maintain records or maintaining inaccurate ones.

The failure to pay for all hours worked and underpayment of wages to Plaintiff and the Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which upon information and belief applied uniformly to the other Aggrieved Employees. As a result of the above-described unlawful requirements to work off-the-clock, the failure to accurately record all hours worked and pay wages at the correct rates, and the other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week.

Therefore, during the relevant time period, Defendants had a consistent policy or practice of failing to pay the Aggrieved Employees for all hours worked and failing to pay minimum wages for all time worked, as required by California law. Also, Defendants had a consistent policy or practice of failing to pay the Aggrieved Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.



Defendants also failed to provide Plaintiff and the Aggrieved Employees with their required meal periods and the at least two ten-minute rest breaks required at a minimum for Plaintiff's scheduled shift durations. The above described off-the-clock work contributed to Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Aggrieved Employees, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly failed to authorize and permit Plaintiff and the Aggrieved Employees to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

More specifically, Plaintiff worked shifts that entitled her to at least one meal period, but as addressed above, Defendants failed to authorize and permit Plaintiff and the Aggrieved Employees to take a full 30-minute lunch breaks. Plaintiff was frequently required to respond to work related demands, such as continued supervision of the children in her classroom, during her meal periods. In such instances, Defendants' policies and practices and management pressure compelled her to work through her meal periods, despite Plaintiff's timekeeping records and the meal period appearing to be compliant. Defendants' practices and procedures, coupled with management expectations, contributed to Employees working through meal breaks or not taking them at all.

Moreover, Defendant would combine Plaintiff's meal break with her rest breaks into a single one-hour break, which was often taken after her fifth hour of work. Despite this, Defendant required Plaintiff to input into her time entries that she had taken a 30-minute meal break before her fifth hour, thereby creating the appearance that she took a legally compliant meal period.

Therefore, meal period violations systematically occurred ongoing throughout all of Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or a premium wage payment in lieu thereof. To the extent Defendants did pay Plaintiff and the Aggrieved Employees a meal period premium, upon information and belief Defendant failed to pay them a premium pay of one hour at the regular rate and/or failed to include all forms of remuneration beyond hourly wages in the regular hourly rate used to pay the one-hour premium wage. Upon information and belief, the other Aggrieved Employees were subjected to similar unlawful policies and practices and endured similar violations as Plaintiff.

Defendants thus failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiff and the Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Plaintiff and the Aggrieved Employees were required to perform work as ordered by Defendants for more than five hours during a shift without receiving compliant meal periods. Additionally, as addressed above, Defendants followed a practice of requiring off-the-clock work in a manner that required the Aggrieved Employees to work during breaks, thus leading to further violations.

Upon information and belief, Defendants' systems did not automatically generate a meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours into a work shift or in the event the time records reflected a meal period of less than thirty minutes. The pay summaries provided by Defendants to Plaintiff failed to reflect any meal and rest period premiums paid to Plaintiff, despite the fact that Defendants failed to provide Plaintiff and the Aggrieved Employees with all legally required off-duty, unpaid meal periods and all their legally required off-duty, paid rest periods.



As a result, Defendants' failure to provide Plaintiff and the Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, will be evidenced by Defendants' business records, or lack thereof. As further detailed above, Defendants also failed to pay Employees "premium pay," i.e., one hour of wages at each Employee's effective regular hourly rate of compensation for each meal period that Defendants failed to provide or deficiently provided.

Therefore, during the relevant time period, Plaintiff and the Aggrieved Employees were unable to take off duty breaks or were otherwise not provided with the opportunity to take required breaks as required under the Labor Code and Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the Aggrieved Employees were provided with a meal period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.

Similar violations resulted from Defendants' failure to authorize and permit Plaintiff and the Aggrieved Employees to take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof. Plaintiff and the Aggrieved Employees were required to remain under Defendants' control and respond to job demands during rest breaks and if they ever received a first break, they were neither authorized nor permitted the opportunity to take a second.

Defendants failed to schedule or authorize ten-minute rest breaks during Plaintiff's work shifts. Instead, as described above, Defendants improperly combined Plaintiff's rest breaks with her meal break, resulting in rest periods that were not legally compliant under Labor Code 226.7. Moreover, Plaintiff was required to remain on Defendant's premises during her combined breaks and be readily available to respond to work-related demands.

Defendants' uniformly applied policies and practices thus typically resulted in a failure to authorize and permit rest breaks. Plaintiff and the Aggrieved Employees worked shifts of at least eight hours, which required them to receive at least two rest breaks. Upon information and belief, the other Aggrieved Employees endured similar violations by Defendants as Plaintiff, and they were entitled to two off-duty ten-minute rest breaks, but Defendants systematically failed to provide them.

During rest periods, employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiff and the Aggrieved Employees were and are under Defendants' control when they are working through rest breaks and remaining under Defendants' control. Plaintiff and the Aggrieved Employees were thus not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one hour's wages in lieu thereof. They were required to remain on-duty during breaks or portions of their breaks, thus making them either untimely or shortened and on-duty, and they were also prevented from leaving the premises and were otherwise required to remain under Defendants' control during rest breaks under Defendants' uniformly applied and unlawful policies and practices.

Defendants have also consistently failed to provide the Aggrieved Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirement of off-the-clock work, failure to pay all overtime and failure to pay all wages at the appropriate premium rates, along with failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by miscalculating any overtime or meal



period or rest break premium wages and by the systematic and unlawful deductions Defendants took from Employee wages. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and the Aggrieved Employees, during the liability period, including to the extent they required off-the-clock work or failed to pay overtime wages at the overtime rate and to the extent they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief, recorded hours worked were not maintained or were not accurately maintained for work shifts and meal periods, which were automatically presumed by Defendants to have been lawfully provided when they were not. Defendants also failed to accurately record and pay for all regular and overtime hours worked and submitted by Plaintiff and the Aggrieved Employees, including by failing to pay all overtime hours worked and/or failing to pay it at the correctly calculated overtime premium rate.

Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately reporting total hours worked and total wages earned by Plaintiff and the Aggrieved Employees, along with the appropriate applicable rates, among other requirements. Plaintiff and the Aggrieved Employees are therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked.

Defendants also required Plaintiff and the Aggrieved Employees to work hours off-the-clock before and after their shifts for which they were not compensated. As addressed above, the Aggrieved Employees were required to endure off-the-clock work during the on-duty meal and rest periods and were subjected to systematic off-the-clock work. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore, Defendants have followed a uniform and consistent policy of failing to timely pay all wages owed to Plaintiff and the Aggrieved Employees as required by California wage-and-hour laws, including Labor Code § 204. Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and the Aggrieved Employees at the time of their termination or within seventy-two hours of their resignation, as required by California wage-and-hour laws, including Labor Code § 201- 203.

During the relevant time period, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off-the-clock work and on-duty work while on unpaid meal breaks. By not compensating the Aggrieved Employees for all hours worked, including at the required wage rates, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

Additionally, Defendants have regularly required Plaintiff and the Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties without reimbursement. These include the cell phone and internet-related expenses Plaintiff incurred in responding to messages and calls from Defendants, and downloading and using a timekeeping



application on her personal cellphone. Moreover, Plaintiff was required to purchase a stapler and laminating machine and laminate sheets for the classroom. Upon information and belief, the other Aggrieved Employees endured similar violations at Defendants' hands as Plaintiff, and they must be reimbursed for these necessary business expenses under Labor Code § 2802. Defendants systematically failed to do so.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

Defendants failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants' control during breaks and due to the work demands placed upon them by Defendants' management. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Aggrieved Employees, including by requiring systematic off the clock work. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other Aggrieved Employees as to minimum wage pay.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions.

To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage



statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendants caused Plaintiff and the Aggrieved Employees to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time and overtime wages and other benefits, in violation of the California Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties or to attend and participate in company required activities or remain under Defendant's control.

Aggrieved Employees were not properly compensated, nor were they paid overtime rates or the correct overtime rate (addressed above) for hours worked in excess of eight hours in a given day, and/or forty hours in a given week. Based on information and belief, Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code § 226.7 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to remain on-duty at all times due to the work demands placed



upon them by Defendants' management meant they were not relieved to take breaks, and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks due to Defendants' policies and practices.

On the occasions when Aggrieved Employees were provided with a meal period, it was often shortened or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. Defendants also failed to pay Aggrieved Employees "premium pay," i.e., one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants provided rest periods that were missed, shortened or interrupted due to the work demands placed upon them by Defendants' management, and Defendants' policy effectively prevented Aggrieved Employees from leaving Defendants' premises. Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided.

Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are



paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, and unlawfully received or collected wages, as discussed above, and failed to list accurate rates of pay due to miscalculations of overtime and premium pay.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

Unlawfully Collecting or Receiving Wages in Violation of Labor Code § 221

Labor Code § 221 provides, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." As discussed above, Defendants have consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off the clock work and overtime miscalculation. By not compensating Employees for all hours worked, Defendants unlawfully deducted wages earned by and owed to Aggrieved Employees, in violation of Labor Code § 221. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558.

Under the PAGA, and following exhaustion of the notice period, Plaintiff seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages



paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime from off the clock work, failing to provide proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, premium pay, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends



each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802

Defendants required Plaintiff and the Aggrieved Employees to pay for necessary work-related expenses they incurred. Defendants required Plaintiff and the Aggrieved Employees to use their personal cellular phones to communicate about work related business. Defendants also required Plaintiff and the Aggrieved Employees to purchase school supplies, such as staplers and laminating machines, for work related purposes. Defendants failed to reimburse for such items as addressed above. Defendants thus uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees.

Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 et seq.

Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.



Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and 2698 *et seq.*, including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802,



and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(f) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor Code §§ 212, 2810.5, and any above addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5 and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against YWCA Greater Los Angeles and any other named Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,
D.LAW INC.

Alvin B. Lindsay

a.lindsay@d.law

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Cc: Young Women's Christian Association of Greater Los Angeles, California by Certified Mail

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Attorneys for Plaintiff MONICA M. VALENCIA, on behalf
of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MONICA M. VALENCIA, an individual, on
behalf of herself and others similarly situated,

Plaintiff,

vs.

YOUNG WOMEN'S CHRISTIAN
ASSOCIATION OF GREATER LOS
ANGELES, CALIFORNIA, a California
Nonprofit Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.:

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Labor Code § 226.7;
4. Rest-Break Liability Labor Code § 226.7;
5. Violation of Labor Code § 226;
6. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Violation of Labor Code § 221;
10. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802; and
11. Violation of Business & Professions Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff MONICA M. VALENCIA (hereinafter “Plaintiff”), on behalf of herself and other
2 similarly situated non-exempt, hourly employees employed during the relevant period by Defendants
3 in California (collectively, “Employees”; individually, “Employee”), complains of Defendants, and
4 each of them, as follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of herself and all current and former Employees
7 within the State of California who, at any time from four years prior to the filing of this lawsuit, are
8 or were employed as non-exempt, hourly Employees, including those employed as teachers, and in
9 similar and related positions, by Defendant YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF
10 GREATER LOS ANGELES, CALIFORNIA (“YWCA Greater Los Angeles”), a California
11 Nonprofit Corporation, and DOES 1 through 50 (all defendants referred to collectively as
12 “Defendants”). Plaintiff alleges that Defendants, and each of them, violated various provisions of the
13 California Labor Code, relevant orders of the Industrial Welfare Commission (“IWC”), and the
14 California Business & Professions Code, and seeks redress for these violations.

15 2. Plaintiff and the Class Members were employed as hourly, non-exempt Employees by
16 Defendants in positions generally pertaining to providing education services to Defendants’ clients.
17 Plaintiff, and upon information and belief the other similarly situated Employees in the Class, were
18 required to perform work tasks based out of Defendants’ schools, and centers in California. Plaintiff
19 was employed by Defendants as a preschool teacher, and Defendants tasked her with duties that
20 included supervising classrooms, provide early education lessons for toddlers and young children,
21 engage in integrated education and training, and cleaning and closing the center.

22 3. Defendants employed other similarly situated Employees as teachers, educators, and
23 in similar and related positions to provide teaching and childcare services to Defendants’ clients
24 throughout California. Plaintiff and the other similarly situated Class Members worked at Defendants’
25 behest without being paid all wages due and without being provided all required breaks. More
26 specifically, Plaintiff and the other similarly situated Class Members were employed by Defendants
27 and shared similar job duties and responsibilities, were subjected to the same policies and practices,
28 and endured similar violations at Defendants’ hands.

1 4. Defendants required Plaintiff and the Employees in the Class to work off-the-clock,
2 but Defendants failed to accurately record the hours they were on the clock, failed to pay them at the
3 appropriate rates for all hours worked, failed to pay all wages due and owing at termination or
4 resignation, and failed to provide Plaintiff and Class Members with accurate itemized wage
5 statements. Defendants also failed to provide Plaintiff and the Class Members with lawful meal and
6 rest periods, as Employees were required to remain under Defendants' control and were not provided
7 with the opportunity to take full uninterrupted and duty-free rest periods and meal breaks, as required
8 by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

9 5. Defendant YWCA Greater Los Angeles is a California nonprofit corporation which
10 lists its principal address as 1020 S. Olive Street, 7th Floor, Los Angeles, California with the
11 California Secretary of State. The wage statements issued to Plaintiff list "YOUNG WOMEN'S
12 CHRISTIAN ASSOCIATION OF GREATER LOS ANGELES, CALIFORNIA" as her employer
13 with the same principal address, and upon information and belief the wage statements Defendants
14 issued to the other Class members listed the same employer and address. Defendant YWCA Greater
15 Los Angeles's website claims that it "has been a trusted provider of affordable—and often free—
16 child development services to eligible families. Through programs tailored for infants, toddlers, and
17 preschoolers, we nurture essential skills like motor development, physical coordination, and health
18 awareness." Upon information and belief, YWCA Greater Los Angeles operates facilities and
19 locations in California cities, including in Compton where Plaintiff worked. YWCA Greater Los
20 Angeles also maintains and operates locations throughout Los Angeles County, including the cities of
21 San Fernando, Los Angeles, and Walnut Park.

22 6. This Court has jurisdiction over this Action pursuant to California Code of Civil
23 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as
24 a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code
25 of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to
26 California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and
27 liabilities giving rise to this lawsuit occurred, at least in part in Los Angeles County, as Defendants
28 employ or employed Plaintiff and the Class Members at schools, daycares, and centers there.

7. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when their identities become known.

8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, created and implemented the policies and practices that governed the employment of Plaintiff and the Class Members and dictated their job duties and responsibilities, or otherwise suffered or permitted Plaintiff and the other Employee Class Members to work, or engaged them, thereby creating a common law employment relationship with the Employee Class Members. Therefore, Defendants, and each of them, employed or jointly employed the Employee Class Members.

FACTUAL BACKGROUND

9. The Employees who comprise the Class, including Plaintiff, are non-exempt employees pursuant to the applicable Wage Order of the Industrial Welfare Commission (“IWC”). During the period of four years prior to the filing of this action through its resolution, the Employee Class Members were employed by Defendants and worked in non-exempt positions at the direction of Defendants in the State of California. Plaintiff and the Class Members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class Members all wages due and owing, including compensation for off-the-clock work, noncompliant meal and rest breaks,

1 and Defendants' failure to furnish accurate wage statements, all in violation of various provisions of
2 the California Labor Code and applicable paragraphs of the IWC Wage Orders.

3 10. During the course of Plaintiff and the Class Members' employment with Defendants,
4 they were not paid all wages they were owed, including for all hours they were performing work tasks
5 or remaining under Defendants' control (resulting in "off-the-clock" work) and for all their overtime
6 hours worked, and they were not paid at the required rates for overtime. This has resulted in systematic
7 and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon
8 information and belief, Defendants subjected Plaintiff and the Class Members to similar policies and
9 practices which resulted in similar violations as to the other similarly situated non-exempt, hourly
10 employees based out of their schools in California.

11 11. Plaintiff was generally scheduled by Defendants to work five days per week for eight
12 to nine hour shifts. Plaintiff's scheduled shift times generally spanned from 9:00 a.m. to 5:30 p.m.
13 However, during the course of her employment, Plaintiff was required by Defendants to endure
14 substantial off-the-clock work before and after her scheduled shift hours and during her off-the-clock
15 meal breaks.

16 12. Defendants' policy and practice of requiring systematic off-the-clock work flowed in
17 part from their unlawful timekeeping procedures. Defendants required Plaintiff and the Class
18 members to record timekeeping entries through a mobile application on their personal cell phones.
19 However, Plaintiff could only record the time worked during her scheduled shift, Defendants did not
20 allow her to record the time spent checking management's emails, meet with parents, setting up the
21 classroom, and preparing the lesson plans and projects for the day prior to clocking in for the start of
22 her shift. Moreover, after clocking out for the end of her shift, Plaintiff was required to stay behind
23 to check management emails and check for the lessons plans for the following day before being
24 allowed to leave for Defendant's premises.

25 13. Additionally, despite Plaintiff recording compliant 30-minute meal periods during her
26 shift, Defendant routinely required her to continue working and responding to work-related demands,
27 such as continued supervision of the children, during her off-the-clock meal periods, effectively
28 rendering them on-duty meal periods.

1 14. Although Defendants required time punch records for shift start and end times and
2 meal period beginning and end times when Plaintiff was physically on Defendant's premises, they
3 did not allow Plaintiff to record time spent working off Defendant's premises. Defendants required
4 Plaintiff to complete integrated education training programs, which she did away from the work site,
5 while off-the-clock and without compensation. Furthermore, almost every weekend, Plaintiff was
6 required to order project supplies in advance of the work week.

7 15. Additional systematic off-the-clock work occurred in the form of Defendants' failure
8 to compensate Plaintiff for such off-the-clock communications. Plaintiff received messages, calls,
9 and emails on her personal cellphone during and after work hours regarding work-related matters.
10 Defendants required Plaintiff to use her personal cellphone to communicate with management, co-
11 workers, and clients about work-related issues, even when she was off-the-clock. Upon information
12 and belief, Class Members were also subject to Defendants' similarly unlawful practices and policies
13 that resulted in off-the-clock work.

14 16. Defendants' uniformly applied policies and practices resulted in rampant off-the-clock
15 work, and this in turn resulted in Plaintiff working well over eight hours in her work shifts. Defendants
16 should have paid these hours at the required overtime premium rate, but Defendants' unlawful efforts
17 to write off and minimize overtime hours resulted in further systematic failure to pay all wages at the
18 required rates, including overtime. Plaintiff was therefore not paid for all her hours worked at the
19 required minimum and overtime wage rates due to Defendants' uniformly applied and unlawful
20 policy and practice of requiring Employees to work off-the-clock and without pay. Defendants
21 systematically underpaid Plaintiff and the Class Members by failing to pay them at the required
22 overtime rates for all hours over eight in a work shift or over forty in a work week. Upon information
23 and belief, the Class Members were bound by similar timekeeping policies and endured similar
24 violations at Defendants' hands as Plaintiff.

25 17. Furthermore, Defendants have either failed to maintain timekeeping records for
26 Plaintiff that would permit Plaintiff to discover the nature and extent of the off-the-clock work
27 Defendants required and the actual hours Plaintiff worked or the breaks she received. By failing to
28 pay for all hours worked, and by under-recording regular hours to the detriment of the Class Members,

1 Defendants have committed knowing and intentional ongoing violations of the record keeping
2 requirements under the Labor Code, including sections 226(a) and 1174, by either failing to maintain
3 records or maintaining inaccurate ones.

4 18. The failure to pay for all hours worked and underpayment of wages to Plaintiff and
5 the Class Members is and has been a direct consequence of Defendants' unlawful compensation
6 policies and practices, which upon information and belief applied uniformly to the other Class
7 Members. As a result of the above-described unlawful requirements to work off-the-clock, the failure
8 to accurately record all hours worked and pay wages at the correct rates, and the other wage violations
9 they endured at Defendants' hands, Plaintiff and the Class Members were not properly paid all wages
10 earned and all wages owed to them by Defendants, including when working more than eight hours in
11 any given day and/or more than forty hours in any given week.

12 19. Therefore, from at least four years prior to the filing of this lawsuit and continuing to
13 the present, Defendants had a consistent policy or practice of failing to pay Employees for all hours
14 worked and failing to pay minimum wages for all time worked, as required by California law. Also,
15 from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants
16 had a consistent policy or practice of failing to pay Employees overtime compensation at premium
17 overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week in
18 violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.

19 20. Defendants also failed to provide Plaintiff and the Class Members with their required
20 meal periods and the at least two ten-minute rest breaks required at a minimum for Plaintiff's
21 scheduled shift durations. The above described off-the-clock work contributed to Defendants'
22 common policy of failing to provide lawful meal periods to Plaintiff and the Class Members, as
23 required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly
24 failed to authorize and permit Plaintiff and the employee Class Members to take all required 10-
25 minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

26 21. More specifically, Plaintiff worked shifts that entitled her to at least one meal period,
27 but as addressed above, Defendants failed to authorize and permit Plaintiff and Class Members to
28 take a full 30-minute lunch breaks. Plaintiff was frequently required to respond to work related

1 demands, such as continued supervision of the children in her classroom, during her meal periods. In
2 such instances, Defendants' policies and practices and management pressure compelled her to work
3 through her meal periods, despite Plaintiff's timekeeping records and the meal period appearing to be
4 compliant. Defendants' practices and procedures, coupled with management expectations,
5 contributed to Employees working through meal breaks or not taking them at all.

6 22. Moreover, Defendant would combine Plaintiff's meal break with her rest breaks into
7 a single one-hour break, which was often taken after her fifth hour of work. Despite this, Defendant
8 required Plaintiff to input into her time entries that she had taken a 30-minute meal break before her
9 fifth hour, thereby creating the appearance that she took a legally compliant meal period.

10 23. Therefore, meal period violations systematically occurred ongoing throughout all of
11 Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or a premium
12 wage payment in lieu thereof. To the extent Defendants did pay Plaintiff and the Class members a
13 meal period premium, upon information and belief Defendant failed to pay them a premium pay of
14 one hour at the regular rate and/or failed to include all forms of remuneration beyond hourly wages
15 in the regular hourly rate used to pay the one-hour premium wage. Upon information and belief, the
16 other Class Members were subjected to similar unlawful policies and practices and endured similar
17 violations as Plaintiff.

18 24. Defendants thus failed to provide all the legally required unpaid, off-duty meal periods
19 and all the legally required paid, off-duty rest periods to Plaintiff and the other Class Members, as
20 required by the applicable Wage Order and Labor Code. Plaintiff and other Class Members were
21 required to perform work as ordered by Defendants for more than five hours during a shift without
22 receiving compliant meal periods. Additionally, as addressed above, Defendants followed a practice
23 of requiring off-the-clock work in a manner that required Employees to work during breaks, thus
24 leading to further violations.

25 25. Upon information and belief, Defendants' systems did not automatically generate a
26 meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours
27 into a work shift or in the event the time records reflected a meal period of less than thirty minutes.
28 The pay summaries provided by Defendants to Plaintiff failed to reflect any meal and rest period

1 premiums paid to Plaintiff, despite the fact that Defendants failed to provide Plaintiff and the Class
2 Members with all legally required off-duty, unpaid meal periods and all their legally required off-
3 duty, paid rest periods.

4 26. As a result, Defendants' failure to provide Plaintiff and the Class Members with all
5 legally required off-duty, unpaid meal periods and all the legally required off-duty, will be evidenced
6 by Defendants' business records, or lack thereof. As further detailed above, Defendants also failed to
7 pay Employees "premium pay," i.e., one hour of wages at each Employee's effective regular hourly
8 rate of compensation for each meal period that Defendants failed to provide or deficiently provided.

9 27. Therefore, from at least four years prior to the filing of this action and through to the
10 present, Plaintiff and the Class Members were unable to take off duty breaks or were otherwise not
11 provided with the opportunity to take required breaks as required under the Labor Code and Wage
12 Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the Class
13 Members were provided with a meal period, it was often untimely or interrupted, or was
14 impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.
15 Meal period violations thus occurred in one or more of the following manners:

16 (a) Class Members were not provided full thirty-minute duty free meal periods for
17 work days in excess of five hours and were not compensated one hour's wages
18 in lieu thereof, all in violation of, among others, Labor Code §§ 226.7, 512, and
19 the applicable Industrial Welfare Commission Wage Order(s);

20 (b) Class Members were required to work through at least part of their daily meal
21 period(s); and

22 (c) Class Members were restricted in their ability to take a full thirty-minute meal
23 period.

24 28. Similar violations resulted from Defendants' failure to authorize and permit Plaintiff
25 and the Class Members to take duty-free, net ten minute rest breaks for every four hours of shift work,
26 or major fraction thereof. Plaintiff and the other similarly situated Class Members were required to
27 remain under Defendants' control and respond to job demands during rest breaks and if they ever
28 received a first break, they were neither authorized nor permitted the opportunity to take a second.

1 29. Defendants failed to schedule or authorize ten-minute rest breaks during Plaintiff's
2 work shifts. Instead, as described above, Defendants improperly combined Plaintiff's rest breaks with
3 her meal break, resulting in rest periods that were not legally compliant under Labor Code 226.7.
4 Moreover, Plaintiff was required to remain on Defendant's premises during her combined breaks and
5 be readily available to respond to work-related demands.

6 30. Defendants' uniformly applied policies and practices thus typically resulted in a failure
7 to authorize and permit rest breaks. Plaintiff and the Class Members worked shifts of at least eight
8 hours, which required them to receive at least two rest breaks. Upon information and belief, the other
9 Class members endured similar violations by Defendants as Plaintiff, and they were entitled to two
10 off-duty ten-minute rest breaks, but Defendants systematically failed to provide them.

11 31. During rest periods, employers must relieve employees of all duties and relinquish
12 control over how employees spend their time. Plaintiff and the Class Members were and are under
13 Defendants' control when they are working through rest breaks and remaining under Defendants'
14 control. Plaintiff and the Employees in the Class were thus not authorized and permitted to take lawful
15 rest periods, were systematically required by Defendants to work through or during breaks, and were
16 not provided with one hour's wages in lieu thereof. They were required to remain on-duty during
17 breaks or portions of their breaks, thus making them either untimely or shortened and on-duty, and
18 they were also prevented from leaving the premises and were otherwise required to remain under
19 Defendants' control during rest breaks under Defendants' uniformly applied and unlawful policies
20 and practices. Rest period violations therefore arose in one or more of the following manners:

- 21 (a) Class Members were required to work without being provided a minimum ten
22 minute rest period for every four hours or major fraction thereof worked and were
23 not compensated one hour of pay at their regular rate of compensation for each
24 workday that a rest period was not provided;
- 25 (b) Class Members were not authorized and permitted to take timely rest periods for
26 every four hours worked, or major fraction thereof; and
- 27 (c) Class Members were required to remain on-duty and under Defendants' control
28 during rest periods or otherwise had their rest periods interrupted by work

demands.

32. Defendants have also consistently failed to provide Class Members with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirement of off-the-clock work, failure to pay all overtime and failure to pay all wages at the appropriate premium rates, along with failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by miscalculating any overtime or meal period or rest break premium wages and by the systematic and unlawful deductions Defendants took from Employee wages. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and the Class, during the liability period, including to the extent they required off-the-clock work or failed to pay overtime wages at the overtime rate and to the extent they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief, recorded hours worked were not maintained or were not accurately maintained for work shifts and meal periods, which were automatically presumed by Defendants to have been lawfully provided when they were not. Defendants also failed to accurately record and pay for all regular and overtime hours worked and submitted by Plaintiff and the Class Members, including by failing to pay all overtime hours worked and/or failing to pay it at the correctly calculated overtime premium rate.

33. Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately reporting total hours worked and total wages earned by Plaintiff and the Class Members, along with the appropriate applicable rates, among other requirements. Plaintiff and Class Members are therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked.

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1 34. Defendants also required Plaintiff and the Class Members to work hours off-the-clock
2 before and after their shifts for which they were not compensated. As addressed above, Employees
3 were required to endure off-the-clock work during the on-duty meal and rest periods and were
4 subjected to systematic off-the-clock work. Defendants also failed to pay all overtime premium wages
5 owed for work conducted on a work shift and a workday or failed to pay it at the correct rate, as
6 addressed above. Therefore, Defendants have followed a uniform and consistent policy of failing to
7 timey pay all wages owed to Plaintiff and other similarly situated Employees as required by California
8 wage-and-hour laws, including Labor Code § 204. Defendants have also followed a uniform and
9 consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees
10 at the time of their termination or within seventy-two hours of their resignation, as required by
11 California wage-and-hour laws, including Labor Code § 201-203.

12 35. From at least four years prior to the filing of this lawsuit and continuing to the present,
13 Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or deducting
14 the Employees' earned wages, including by the above described off-the-clock work and on-duty work
15 while on unpaid meal breaks. By not compensating Employees for all hours worked, including at the
16 required wage rates, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

17 36. As a result of these illegal policies and practices, Defendants also engaged in and
18 enforced the following additional unlawful practices and policies against Plaintiff and the Class
19 Members she seeks to represent:

- 20 (a) failing to pay Class Members all wages owed, including all meal and rest period
21 premium wages, and failing to pay them at the regular rate of compensation;
- 22 (b) failing to maintain accurate records of Class Members' hours worked and earned
23 wages and meal periods in violation of Labor Code §§ 226 and 1174(d) and
24 section 7 of the applicable IWC Wage Orders;
- 25 (c) failing to pay all wages owed to the Class Members twice monthly in accordance
26 with the requirements of Labor Code § 204; and
- 27 (d) failing to pay all wages owed to Class Members who either were discharged, laid
28 off, or resigned in accordance with the requirements of Labor Code §§ 201-203.

37. Additionally, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required Plaintiff and the Class Members to incur necessary business expenses in the course of performing their required job duties without reimbursement. These include the cell phone and internet-related expenses Plaintiff incurred in responding to messages and calls from Defendants, and downloading and using a timekeeping application on her personal cellphone. Moreover, Plaintiff was required to purchase a stapler and laminating machine and laminate sheets for the classroom. Upon information and belief, the other Class members endured similar violations at Defendants' hands as Plaintiff, and they must be reimbursed for these necessary business expenses under Labor Code § 2802. Defendants systematically failed to do so.

38. In light of the foregoing, Plaintiff and the Employees in the Class bring this action pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5, 1199, and 2802 and California Code of Regulations, Title 8, section 11000 *et seq.*

39. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff and the Class Members seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or fraudulent practices alleged in this Complaint.

CLASS ALLEGATIONS

40. Plaintiff brings this class action on behalf of herself, and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (often referred to as “the Class” or “Class Members”) defined as follows: “All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”), as non-exempt, hourly employees by Defendants within the State of California.” This includes those employed as teachers, and in similar and related positions. Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class Members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

- b. Subclass 2. Wages and Overtime Subclass. All Class Members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.
- c. Subclass 3. Meal Period Subclass. All Class Members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.
- d. Subclass 4. Rest Break Subclass. All Class Members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.
- e. Subclass 5. Unauthorized Deductions from Wages Subclass. All Class Members who were subject to Defendants' policy and/or practice of deducting wages earned from their pay, including by requiring off-the-clock work.
- f. Subclass 6. Wage Statement Subclass. All Class Members who, within the applicable limitations period, were not provided with accurate itemized wage statements.
- g. Subclass 7. Payroll Records Subclass. All Class Members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.
- h. Subclass 8. Failure to Timely Pay Wages Twice Monthly Subclass. All Class Members who were subject to Defendants' policy and practice of not timely paying all wages earned when they were due and payable at least twice monthly.
- i. Subclass 9. Termination Pay Subclass. All Class Members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

1 j. Subclass 10. Expense Reimbursement Subclass. All Class Members who
2 incurred necessary and reasonable expenses in connection with performing their
3 job duties for Defendants and who were subject to a policy and/or practice under
4 which such expenses were not reimbursed.

5 k. Subclass 11. UCL Subclass. All Class Members who are owed restitution as a
6 result of Defendants' business acts and practices, to the extent such acts and
7 practices are found to be unlawful, deceptive, and/or unfair.

8 41. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify
9 the class description with greater particularity or to provide further division into subclasses or
10 limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
11 against Defendants, the Class Period should be adjusted accordingly.

12 42. Defendants, as a matter of company policy, practice and procedure, and in violation
13 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
14 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in a
15 practice whereby Defendants failed to correctly calculate and pay compensation for the time worked
16 by the Plaintiff and the other members of the Class, even though Defendants enjoyed the benefit of
17 this work, required Employees to perform this work and permitted or suffered to permit this work.
18 Defendants have uniformly denied these Class Members wages to which these employees are entitled,
19 and failed to provide meal periods or authorize and permit rest periods, in order to unfairly cheat the
20 competition and unlawfully profit.

21 43. This action has been brought and may properly be maintained as a class action under
22 the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest
23 in this litigation and the proposed Class is easily ascertainable from the employment records for
24 Plaintiff and the Class Members that Defendants are required to maintain under California law.

25 **A. Numerosity**

26 44. The potential members of the class as defined are so numerous that joinder of all the
27 member of the class is impracticable. While the precise number of Class Member has not been
28 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the time

1 period relevant to this lawsuit employed, at least over one hundred Employees who satisfy the Class
2 definition within the State of California. Plaintiff alleges that Defendants' employment records will
3 provide information as to the number and location of all Class Members.

4 **B. Commonality**

5 45. There are questions of law and fact common to the Class that predominate over any
6 questions affecting only individual Class Members. The common questions are numerous and
7 substantial and flow from Defendants' uniform policies and/or practices of violating the California
8 Labor Code addressed above. As such, these common questions predominate over individual
9 questions concerning each individual Class Member's showing as to his or her eligibility for recovery
10 or as to the amount of damages. These common questions of law and fact include:

- 11 a. Whether Defendants failed to pay Employees minimum wages;
- 12 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 13 c. Whether Defendants failed to pay Employees overtime as required under Labor
14 Code § 510;
- 15 d. Whether Defendants violated Labor Code § 1194 by failing to compensate all
16 Employees during the relevant time period for all hours worked, whether regular
17 or overtime;
- 18 e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
19 IWC Wage Orders, by failing to provide Employees with requisite meal periods
20 or premium pay in lieu thereof;
- 21 f. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC
22 Wage Orders, by failing to authorize and permit Employees to take requisite rest
23 breaks or provide premium pay in lieu thereof;
- 24 g. Whether Defendants' conduct was willful;
- 25 h. Whether Defendants violated Labor Code § 226(a) by providing Employees with
26 inaccurate wage statements;
- 27 i. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the
28 IWC Wage Orders by failing to maintain accurate records of Class Members'

1 earned wages and work periods;

2 j. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
3 wages earned at least twice monthly;

4 k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
5 wages and compensation due and owing at the time of termination of
6 employment;

7 l. Whether Defendants violated Labor Code § 221;

8 m. Whether Defendants violated Labor Code § 2802 by failing to reimburse
9 necessary business expenses incurred by Employees;

10 n. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;
11 and

12 o. Whether Employees are entitled to equitable relief pursuant to Business and
13 Professions Code § 17200 *et seq.*

14 **C. Typicality**

15 46. The claims of the named plaintiff are typical of those of the other Employees. The
16 Employee Class Members all sustained injuries and damages arising out of and caused by Defendants’
17 common course of conduct and uniformly applied policies in violation of statutes, as well as
18 regulations, that have the force and effect of law, as alleged herein. Plaintiff’s claims for the off-the-
19 clock work and meal and rest violations she was required to endure are typical of those of the other
20 Class Members.

21 **D. Adequacy of Representation**

22 47. Plaintiff will fairly and adequately represent and protect the interest of the Employee
23 Class Members. Counsel who represents Plaintiff and the Employees in the Class are experienced
24 and competent in litigating employment class actions.

25 **E. Superiority of Class Action**

26 48. A class action is superior to other available means for the fair and efficient adjudication
27 of this controversy. Individual joinder of all Employees is not practicable, and questions of law and
28 fact common to all Employees predominate over any questions affecting only individual Employees.

1 Each Employee in the Class has been damaged and is entitled to recovery by reason of Defendants'
2 illegal policies or practices of failing to compensate Employees properly.

3 49. As to the issues raised in this case, a class action is superior to all other methods for
4 the fair and efficient adjudication of this controversy, as joinder of all Class Members is impracticable
5 and many legal and factual questions to be adjudicated apply uniformly to all Class Members. Further,
6 as the economic or other loss suffered by vast numbers of Class Members may be relatively small,
7 the expense and burden of individual actions makes it difficult for the Class Members to individually
8 redress the wrongs they have suffered. Moreover, in the event disgorgement is ordered, a class action
9 is the only mechanism that will permit the employment of a fluid fund recovery to ensure that equity
10 is achieved. There will be relatively little difficulty in managing this case as a class action, and
11 proceeding on a class-wide basis will permit Employees to vindicate their rights for violations they
12 endured which they would otherwise be foreclosed from receiving in a multiplicity of individual
13 lawsuits that would be cost prohibitive to them.

14 50. Class action treatment will allow those persons similarly situated to litigate their
15 claims in the manner that is most efficient and economical for the parties and the judicial system.
16 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
17 Plaintiff contemplates the eventual issuance of notice to the proposed Class Members that would set
18 forth the subject and nature of the instant action. The Defendants' own business records can be utilized
19 for assistance in the preparation and issuance of the contemplated notices. To the extent that any
20 further notice is required additional media and/or mailings can be used.

21 51. Defendants, as prospective and actual employers of the Employees in the Class, had a
22 special fiduciary duty to disclose to prospective Class Members the true facts surrounding
23 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
24 Employees as well as the effect of any alleged arbitration agreements that may have been forced upon
25 them. In addition, Defendants knew they possessed special knowledge about pay practices and
26 policies, most notably intentionally refusing to pay for all hours actually worked which should have
27 been recorded in Defendants' pay records and the consequence of the alleged arbitration agreements
28 and policies and practices on the Employees and Class as a whole.

52. Plaintiff and the Employees in the Class did not discover the fact that they were entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there ever any discussion about Plaintiff's and the Class Members' waiver of their Constitutional rights of trial by jury, right to collectively organize and oppose unlawful pay practices under California law as well as obtain injunctive relief preventing such practices from continuing. As a result, the applicable statutes of limitation were tolled until such time as Plaintiff and the Class Members discovered their claims.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Against All Defendants)

53. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

54. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off-the-clock work, including all the time required to remain on duty and under Defendants' control during breaks and due to the work demands placed upon them by Defendants' management. Defendants' uniformly applied policies required systematic off-the-clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Plaintiff and the Class Members, including by requiring systematic off-the-clock work. To the extent any local wage ordinances were also applicable to paying the employees an hourly rate above the minimum wage rate, Defendants failed to comply with the local wage ordinances. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

55. In California, employees must be paid at least the applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to California Labor

Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

56. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states: “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wage rate fixed by the commission for work during the relevant period is found in the Wage Orders.

57. The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and costs of suit.”

58. As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one.

59. In committing these violations of the California Labor Code, Defendants inaccurately recorded, or required Plaintiff and the Class Members to input times that did not reflect their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual time worked by Plaintiff and other members of the Class, including by requiring off-the-clock work as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare Commission requirements and other applicable laws and regulations. As a result of these violations, Defendants also failed to timely pay all wages earned in accordance with California Labor Code § 1194.

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1 60. Pursuant to California Labor Code § 1194.2, Plaintiff and Class Members are further
2 entitled to the following remedies: “In any action under Section 1194 . . . to recover wages because
3 of the payment of a wage less than the minimum wages fixed by an order of the commission, an
4 employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully
5 unpaid and interest thereon.”

6 61. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
7 1197.1, Plaintiff and Class Members are entitled to recover a penalty of \$100.00 for the initial failure
8 to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each
9 employee minimum wages.

10 62. Defendants have the ability to pay minimum wages for all time worked and have
11 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
12 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

13 63. Plaintiff and the Class Members are entitled to recover the unpaid minimum wages
14 and local wage ordinance wages and liquidated damages in an amount equal to the minimum wages
15 unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to
16 California Labor Code § 1194(a). Plaintiff and the other members of the Class further request
17 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment
18 of any statutory penalties against Defendants, in a sum as provided by the California Labor Code
19 and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed
20 to the Class Members who have terminated their employment, Defendants’ conduct also violates
21 Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time
22 penalties under California Labor Code § 203, which penalties are sought herein on behalf of these
23 Class Members. Defendants’ failure to timely pay all wages owed also violated Labor Code § 204
24 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate
25 wage statements. Defendants’ conduct as alleged herein was willful, intentional, and not in good faith.
26 Further, Plaintiff and other Class Members are entitled to seek and recover statutory costs.

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

3 **(Against All Defendants)**

4 64. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 65. California Labor Code § 1194 provides that “any employee receiving less than the
7 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
8 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
9 compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” The action
10 may be maintained directly against the employer in an employee’s name without first filing a claim
11 with the Division of Labor Standards and Enforcement.

12 66. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
13 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
14 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
15 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
16 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one
17 workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in
18 any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a
19 workweek.

20 67. Defendants had a consistent policy of not paying Employees wages for all hours
21 worked, including by requiring off-the-clock work as addressed above, by under-reporting actual
22 hours worked, and by requiring Employees to do so as well. Defendants have also failed to begin
23 paying overtime when it was incurred due to the off-the-clock work, or otherwise simply failed to
24 pay overtime premium wages for all hours over eight in a shift and forty in a week, as detailed above.

25 68. Defendants thus had a consistent policy of not paying Employees wages for all hours
26 worked, including hours at their required regular and overtime rates. Defendants, and each of them,
27 have intentionally and improperly changed, adjusted and/or modified certain employees’ hours,
28 including Plaintiff’s, or required Plaintiff and the Class Members to do so, or otherwise caused them

1 to work off-the-clock to avoid paying Plaintiff and the Class Members all earned and owed straight
2 time and overtime wages and other benefits, in violation of the California Labor Code, the California
3 Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor
4 Standards and Enforcement. Defendants have also violated these provisions by requiring Plaintiff and
5 other similarly situated non-exempt employees to work through meal periods or remain under
6 Defendants' control when they were required to be clocked out or to otherwise work off-the-clock to
7 complete their daily job duties and respond to demands from Defendants' management.

8 69. Therefore, Employees were not properly compensated, nor were they paid overtime
9 rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week.
10 Based on information and belief, Defendants did not make available to Employees a reasonable
11 protocol for correcting time records when Employees worked overtime hours or to fix incorrect time
12 entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants
13 have also violated these provisions by requiring Plaintiff and other similarly situated Class Members
14 to work through meal periods when they were required to be clocked out or to otherwise work off-
15 the-clock to complete their daily job duties.

16 70. Defendants' failure to pay Plaintiff and the Class Members the unpaid balance of
17 regular wages owed and overtime compensation for all hours worked, as required by California law,
18 violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable IWC
19 Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the regular rate
20 used to calculate and pay overtime, and meal and rest premiums, as addressed above.

21 71. Additionally, Labor Code § 558(a) provides "any employer or other person acting on
22 behalf of an employer who violates, or causes to be violated, a section of this chapter or any provisions
23 regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as
24 follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each pay period
25 for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
26 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each
27 pay period for which the employee was underpaid in addition to an amount sufficient to recover
28 underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected

1 employee.” Labor Code § 558(c) states, “the civil penalties provided for in this section are in addition
2 to any other civil or criminal penalty provided by law.” Defendants have violated provisions of the
3 Labor Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly,
4 Plaintiff and the Class Members seek the remedies set forth in Labor Code § 558.

5 72. Defendants’ failure to pay compensation in a timely fashion also constituted a
6 violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly.
7 From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that provision
8 of the California Labor Code, Defendants have failed to pay all wages and overtime compensation
9 earned by Employees. Each such failure to make a timely payment of compensation to Employees
10 constitutes a separate violation of California Labor Code § 204.

11 73. Employees have been damaged by these violations of California Labor Code §§ 204
12 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under Labor
13 Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100 for
14 causing Employees “to work for longer hours than those fixed, or under conditions of labor prohibited
15 by an order of the commission” or if the employer pays “a wage less than the minimum fixed by an
16 order of the commission” or “violates...any provision of this chapter or any order or ruling of the
17 commission.”

18 74. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204,
19 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
20 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of all
21 their unpaid wages and overtime compensation for all their hours worked, with interest, plus their
22 reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties against
23 Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other
24 statutes.

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1 **THIRD CAUSE OF ACTION**

2 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

3 **(Against All Defendants)**

4 75. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 76. Employees regularly worked shifts greater than five (5) hours and in some instances,
7 greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the applicable IWC
8 Wage Order, an employer may not employ someone for a shift of more than five (5) hours without
9 providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more than
10 ten (10) hours without providing him or her with a second meal period of not less than thirty (30)
11 minutes.

12 77. Defendants failed to provide Employees with meal periods as required under the Labor
13 Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required to work
14 or to otherwise remain under Defendants' control during meal periods, or Employees otherwise had
15 them interrupted by work demands and requirements to perform off-the-clock work and remain under
16 Defendants' control. Furthermore, upon information and belief, on the occasions when Employees
17 worked more than ten hours in a given shift, they did so without receiving a second uninterrupted
18 thirty-minute meal period as required by law.

19 78. Defendants thus failed to provide Plaintiff and the Class Members with meal periods
20 as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order, including by not
21 providing them with the opportunity to take meal breaks, by providing them late or for less than thirty
22 minutes, or by requiring them to perform work during breaks.

23 79. Moreover, Defendants failed to compensate Employees for each meal period not
24 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20
25 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee
26 a meal period in accordance with this section, the employer shall pay the employee one (1) hour of
27 pay at the employee's regular rate of compensation for each workday that the meal period is not
28 provided. As detailed above, on the occasions when Defendants did pay any meal period premiums,

1 they upon information and belief underpaid them by miscalculating the regular rate of compensation
2 by not including all forms of remuneration in it. Defendants thus failed to compensate the Employees
3 in the Class for each meal period not provided or inadequately provided, as required under Labor
4 Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order.

5 80. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable
6 IWC Wage Order, Employees in the Class are entitled to damages in an amount equal to one (1) hour
7 of wages at their effective hourly rates of pay for each meal period not provided or deficiently
8 provided, a sum to be proven at trial, as well as the assessment of any statutory penalties against the
9 Defendants, and each of them, in a sum as provided by the Labor Code and other statutes and
10 applicable IWC Wage Order paragraphs.

11 **FOURTH CAUSE OF ACTION**

12 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

13 **(Against All Defendants)**

14 81. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
15 full herein.

16 82. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide
17 that employers must authorize and permit all employees to take rest periods at the rate of ten minutes
18 net rest time per four (4) work hours.

19 83. Employees consistently worked consecutive four hour shifts and were generally
20 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and permit
21 them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable IWC Wage
22 Order, Employees were entitled to paid rest breaks of not less than ten minutes for each consecutive
23 four hour shift, and Defendants failed to provide Employees with timely rest breaks of not less than
24 ten minutes for each consecutive four hour shift. Defendants made little effort to schedule or
25 otherwise authorize and permit Plaintiff and the Class Members to take lawful rest breaks. Employees
26 were often required to work or to otherwise remain under Defendants' control during rest periods,
27 including by responding to work requirements and having breaks provided untimely as a result of the
28 above described off-the-clock work. Plaintiff and the Class Members were also not permitted to leave

1 their work premises during rest breaks.

2 84. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders
3 provide that if an employer fails to provide an employee rest period in accordance with this section,
4 the employer shall pay the employee one hour of pay at the employee's regular rate of compensation
5 for each workday that the rest period is not provided. Defendants failed to do so.

6 85. Defendants, and each of them, have therefore intentionally and improperly denied rest
7 periods to Plaintiff and the Class Members in violation of Labor Code §§ 226.7 and 512 and paragraph
8 12 of the applicable IWC Wage Orders.

9 86. Defendants failed to authorize and permit Plaintiff and the Class Members to take rest
10 periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees with
11 an additional hour of pay at each Employee's hourly rate for each day that Defendants failed to
12 provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs 12 and
13 20 of the applicable IWC Wage Orders.

14 87. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable
15 IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour of wages at
16 their effective hourly rates of pay for each day worked without the required rest breaks, a sum to be
17 proven at trial, as well as the assessment of any statutory penalties against Defendants, and each of
18 them, in a sum as provided by the Labor Code and/or other statutes.

19 **FIFTH CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE § 226(a)**

21 **(Against All Defendants)**

22 88. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
23 full herein.

24 89. California Labor Code § 226(a) requires an employer to furnish each of his or her
25 employees with an accurate, itemized statement in writing showing the gross and net earnings, total
26 hours worked, and the corresponding number of hours worked at each hourly rate; these statements
27 must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay
28 the employee's wages; or, if wages are paid by cash or personal check, these statements may be given

1 to the employee separately from the payment of wages; in either case the employer must give the
2 employee these statements twice a month or each time wages are paid.

3 90. Defendants failed to provide Plaintiff and the similarly situated Employee Class
4 Members with accurate itemized wage statements in writing, as required by the Labor Code and
5 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to
6 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
7 including for all overtime worked and for deficient meal periods and rest breaks, all of which
8 Defendants knew or reasonably should have known were owed to the Employees, as alleged above.

9 91. Throughout the liability period, Defendants intentionally failed to furnish to Plaintiff
10 and the Class Members, upon each payment of wages, itemized statements accurately showing: (1)
11 gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned
12 and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6)
13 the inclusive dates of the period for which the employee is paid, (7) the name of the employee and
14 only the last four digits of his or her social security number or an employee identification number
15 other than a social security number, (8) the name and address of the legal entity that is the employer
16 and (9) all applicable hourly rates in effect during the pay period and the corresponding number of
17 hours worked at each hourly rate by the employee pursuant to Labor Code § 226 and paragraph 7 of
18 the applicable IWC Wage Orders, amongst other statutory requirements. Defendants knowingly and
19 intentionally failed to provide Plaintiff and the Class Members with such timely and accurate wage
20 and hour statements.

21 92. Plaintiff and the Class Members suffered injury as a result of Defendants' knowing
22 and intentional failure to provide them with the wage and hour statements as required by law and are
23 presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
24 Defendants have failed to provide an accurate wage statement, failed to provide accurate and complete
25 information as required by any one or more of items Labor Code § 226 (a)(1) to (9), inclusive, and
26 the Plaintiff and Class Members cannot promptly and easily determine from the wage statement alone
27 one or more of the following: (i) The amount of the gross wages or net wages paid to the employee
28 during the pay period or any of the other information required to be provided on the itemized wage

1 statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii) Which deductions
2 the employer made from gross wages to determine the net wages paid to the employee during the pay
3 period, (iii) The name and address of the employer and, (iv) The name of the employee and only the
4 last four digits of his or her social security number or an employee identification number other than
5 a social security number. For purposes of Labor Code § 226(e) “promptly and easily determine”
6 means a reasonable person [i.e. an objective standard] would be able to readily ascertain the
7 information without reference to other documents or information.

8 93. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
9 are required “to pay each employee, on the established payday for the period involved, not less than
10 the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor Code §
11 1198, “[t]he employment of any employee for longer hours than those fixed by the order or under
12 conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class Members may
13 therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph 4(B) of the
14 applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage
15 Orders.

16 94. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code §
17 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
18 Class suffered injuries, including among other things confusion over whether they received all wages
19 owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to
20 make mathematical computations to analyze whether the wages paid in fact compensated them
21 correctly for all hours worked.

22 95. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable IWC
23 Wage Order, Plaintiff and the Employee Class Members are entitled to recover the greater of all actual
24 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
25 dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of
26 four thousand dollars (\$4,000) under Section 226(e). They are also entitled to an award of costs and
27 reasonable attorneys’ fees.

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1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

3 **(Against All Defendants)**

4 96. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 97. California Labor Code § 1174 requires that all employers shall keep accurate time and
7 wage records for all employees. California Labor Code § 1174.5 further requires that any employee
8 suffering injury due to a willful violation of the aforementioned obligations may seek damages,
9 including civil penalties, from the employer.

10 98. During the course of Plaintiff's and Employees' employment, Defendants consistently
11 failed to maintain accurate time and wage records for Plaintiff and Class Members as required by
12 California Labor Code § 1174 by failing to pay them proper wages, overtime, and premium pay as
13 discussed above and failing to document and pay for actual hours worked.

14 99. Defendants are also required by the California Labor Code § 1198 and the applicable
15 Wage Order to maintain a tracking system that accurately records Employees work times.

16 100. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
17 knew wages to be due but failed to pay them.

18 101. Accordingly, Defendants are liable for civil penalties pursuant to the California Labor
19 Code including § 1174.5, for the three years prior to the filing of this Complaint.

20 **SEVENTH CAUSE OF ACTION**

21 **VIOLATION OF LABOR CODE § 204**

22 **(Against All Defendants)**

23 102. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
24 full herein.

25 103. Labor Code § 204 instructs that: "All wages, ...earned by any person in any
26 employment are due and payable twice during each calendar month, on days designated in advance
27 by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive,
28 of any calendar month shall be paid for between the 16th and the 26th day of the month during which

1 the labor was performed, and labor performed between the 16th and the last day, inclusive, of any
2 calendar month, shall be paid for between the 1st and 10th day of the following month.” Additionally,
3 the requirements of this section shall be deemed satisfied by the payment of wages for weekly,
4 biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following
5 the close of the payroll period.” As detailed above, Defendants maintained a consistently applied
6 policy and practice of not paying all wages earned between the 1st and 15th days of a month between
7 the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month
8 between the 1st and 10th day of the following month. Defendants similarly failed to pay all wages
9 earned by not more than seven calendar days following the close of the payroll period.

10 104. All wages due and owing to Plaintiff and the Class Members, including as required
11 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages required
12 by Labor Code § 1194 and other sections became due and payable to each employee in each pay
13 period that he or she was not provided with a meal period or rest period or paid straight or overtime
14 wages to which he or she was entitled.

15 105. Defendants violated Labor Code § 204 by systematically refusing to timely pay wages
16 due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the applicable
17 IWC Wage Orders, employers are required “to pay each employee, on the established payday for the
18 period involved, not less than the applicable minimum wage for all hours worked in the payroll period,
19 ...” Under Labor Code § 1198, “[t]he employment of any employee for longer hours than those fixed
20 by the order or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class
21 Members may therefore pursue damages and penalties for violations of Labor Code § 204 and
22 paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the
23 applicable IWC Wage Orders.

24 106. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
25 represent have been deprived of wages in amounts to be determined at trial, and they are entitled to
26 recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs, pursuant to
27 Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the applicable IWC
28 Wage Orders.

EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

107. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

108. Plaintiff and numerous Class Members are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two hours of resignation.

109. The wages withheld from these Employees by Defendants remained due and owing for more than thirty days from the date of separation from employment. Additionally, Defendants failed to pay Plaintiff her final check at the time of her termination.

110. Defendants thus failed to pay Plaintiff and the Class Members without abatement, all wages as defined by applicable California law. Among other things, these Employees were not paid all regular and overtime wages, including by Defendants failing to pay for all hours worked or requiring off-the-clock work or by unlawfully under-recording time entries to the detriment of Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

111. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required "to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class Members may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100 for causing Employees "to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission" or if the employer pays "a wage

1 less than the minimum fixed by an order of the commission” or “violates...any provision of this
2 chapter or any order or ruling of the commission.”

3 112. Defendants’ failure to pay wages, as alleged, entitles Plaintiff and these former
4 Employee Class Members to penalties under Labor Code § 203 and the applicable paragraphs of the
5 IWC Wage Orders as addressed above, including the requirement that an employee’s wages shall
6 continue until paid for up to thirty (30) days from the date they were due.

7 **NINTH CAUSE OF ACTION**
8 **VIOLATION OF LABOR CODE § 221**
9 **(Against All Defendants)**

10 113. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
11 full herein.

12 114. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or receive
13 from an employee any part of wages theretofore paid by said employer to said employee.”
14 Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and
15 public policy, an employer must timely pay its employees for all hours worked. Defendants failed to
16 do so.

17 115. Defendants unlawfully received and/or collected wages from the Employees in the
18 Class by requiring off-the-clock work, by miscalculating or not paying overtime, and by automatically
19 deducting time for meal periods when they were not lawfully provided and not paying one hour of
20 pay at the regular rate of compensation for every meal and rest period violation endured by Plaintiff
21 and the other Class Members, as alleged above. By not compensating Employees for all hours worked,
22 Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

23 116. As a direct and proximate cause of the unauthorized deductions, Employees have been
24 damaged, in an amount to be determined at trial.

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1 **TENTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802**

3 **(Against All Defendants)**

4 117. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full
5 herein.

6 118. Plaintiff is informed and believes and based thereon alleges that throughout the period
7 applicable, Defendants required Plaintiff and the Class Members to pay for necessary work related
8 expenses they incurred. Defendants required Plaintiff and the Class Members to use their personal
9 cellular phones to communicate about work related business. Defendants also required Plaintiff and
10 the Class Members to purchase school supplies, such as staplers and laminating machines, for work
11 related purposes. Defendants failed to reimburse for such items as addressed above. Plaintiff and the
12 Class Members must be reimbursed for these necessary business expenses under Labor Code § 2802
13 and Defendants systematically failed to do so.

14 119. Defendants thus followed a uniform policy and practice of failing to reimburse
15 Employees for these necessary work related expenses or losses incurred in direct discharge of their
16 job duties during employment with Defendants and at the direction of the Defendants pursuant to
17 Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

18 120. Defendants' knowing and willful failure to reimburse lawful necessary work related
19 expenses and losses to Plaintiff and the Class Members resulted in damages because, among other
20 things, Defendants did not inform employees of their right to be reimbursed for those work related
21 expenses. As Defendants failed to inform and misled Plaintiff and the Class Members with regard to
22 their rights, Plaintiff and the Class Members were led to believe that incurring those lawful and
23 necessary expenses was an expected and essential function of their employment with Defendants and
24 that failure to incur those expenses would have adverse consequences on their employment.

25 121. Therefore, Plaintiff and the Class Members are entitled to reimbursement for any and
26 all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9 of the
27 applicable IWC Wage Orders, incurred during the direct discharge of their duties while employed by
28 Defendants, as well as accrued interest on those expenses that were not reimbursed from the date

1 Plaintiff and the Class Members incurred those expenses. Further, Plaintiff and the Class Members
2 are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

3 **ELEVENTH CAUSE OF ACTION**

4 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

5 **(Against All Defendants)**

6 122. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
7 full herein. Plaintiff, on behalf of herself, the Employees in the Class, and the general public, brings
8 this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as
9 alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees
10 and the general public. Plaintiff seeks to enforce important rights affecting the public interest within
11 the meaning of Code of Civil Procedure § 1021.5.

12 123. Plaintiff is a "person" within the meaning of Business & Professions Code
13 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
14 relief, restitution, and other appropriate equitable relief.

15 124. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
16 practices. By the conduct alleged herein, Defendants' practices were deceptive and fraudulent in that
17 Defendants' policy and practice failed to provide the required amount of compensation for missed
18 meal and rest breaks, and failed to adequately compensate Plaintiff and Class Members for all hours
19 worked, due to systematic business practices as alleged herein that cannot be justified, pursuant to the
20 applicable California Labor Code and Industrial Welfare Commission requirements in violation of
21 California Business and Professions Code §§ 17200, *et seq.*, and for which this Court should issue
22 injunctive and equitable relief, pursuant to California Business & Professions Code § 17203,
23 including restitution of wages wrongfully withheld.

24 125. Wage-and-hour laws express fundamental public policies. Paying employees their
25 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental public
26 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously to
27 enforce minimum labor standards, to ensure that employees are not required or permitted to work
28 under substandard and unlawful conditions, and to protect law-abiding employers and their

1 employees from competitors who lower costs to themselves by failing to comply with minimum labor
2 standards.

3 126. Defendants have violated statutes and public policies. Through the conduct alleged in
4 this Complaint Defendants have acted contrary to these public policies, have violated specific
5 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
6 violation of Business & Professions Code § 17200 *et seq.*, which conduct has deprived Plaintiff, all
7 persons similarly situated, and all interested persons, of the rights, benefits, and privileges guaranteed
8 to all employees under the law.

9 127. Defendants' conduct, as alleged above, constitutes unfair competition in violation of
10 the Business & Professions Code § 17200 *et seq.*

11 128. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
12 overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise of
13 reasonable care should have known that their conduct was unlawful; therefore, their conduct violates
14 the Business & Professions Code § 17200 *et seq.*

15 129. By the conduct alleged herein, Defendants have engaged and continue to engage in a
16 business practice which violates California and federal law, including but not limited to, the
17 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
18 Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court should
19 issue declaratory and other equitable relief pursuant to California Business & Professions Code §
20 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition,
21 including restitution of wages wrongfully withheld.

22 130. As a proximate result of the above-mentioned acts of Defendants, Employees have
23 been damaged, in a sum to be proven at trial.

24 131. Unless restrained by this Court Defendants will continue to engage in such unlawful
25 conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make such
26 orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use
27 by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by the
28 Business & Professions Code, including but not limited to the disgorgement of such profits as may

1 be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

2 **RELIEF REQUESTED**

3 WHEREFORE, Plaintiff prays for the following relief:

- 4 1. For an order certifying this action as a class action;
- 5 2. For compensatory damages in the amount of the unpaid minimum wages for work
6 performed by Employees and unpaid overtime compensation from at least four (4) years prior to the
7 filing of this action, as may be proven;
- 8 3. For liquidated damages in the amount equal to the unpaid minimum wage and interest
9 thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 10 4. For compensatory damages in the amount of all unpaid wages, including overtime pay,
11 as may be proven;
- 12 5. For compensatory damages in the amount of the hourly wage made by Employees for
13 each missed or deficient meal period where no premium pay was paid therefor from four (4) years
14 prior to the filing of this action, as may be proven;
- 15 6. For compensatory damages in the amount of the hourly wage made by Employees for
16 each day requisite rest breaks were not provided or were deficiently provided where no premium pay
17 was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
- 18 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 19 8. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 20 9. For restitution and/or damages and penalties for Defendants' failure to pay all wages
21 due twice monthly under Labor Code § 204, as may be proven;
- 22 10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired
23 in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 24 11. For restitution and/or damages for all amounts unlawfully withheld from the wages
25 for all Class Members in violation of Labor Code § 221, as may be proven;
- 26 12. For damages and restitution for failure to reimburse all reasonable and necessary
27 business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;

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1 13. For restitution for unfair competition pursuant to Business & Professions Code
2 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

3 14. For an order enjoining Defendants and their agents, servants, and employees, and all
4 persons acting under, in concert with, or for them, from acting in derogation of any rights or duties
5 adumbrated in this Complaint;

6 15. For other wages and penalties under the Labor Code as may be proven;

7 16. For all general, special, and incidental damages as may be proven;

8 17. For an award of pre-judgment and post-judgment interest;

9 18. For an award providing for the payment of the costs of this suit;

10 19. For an award of attorneys' fees; and

11 20. For such other and further relief as this Court may deem proper and just.

12
13 DATED: November 3, 2025

D.LAW, INC.

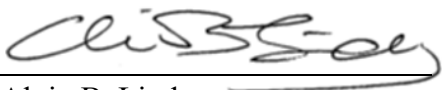
14
15 By: 
16 Alvin B. Lindsay
17 William Tran
18 Attorneys for Plaintiff MONICA M. VALENCIA
19 and all others similarly situated
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DEMAND FOR JURY TRIAL

Plaintiff MONICA M. VALENCIA hereby demands trial of her claims by jury to the extent authorized by law.

DATED: November 3, 2025

D.LAW, INC.

By: 
Alvin B. Lindsay
William Tran
Attorneys for Plaintiff MONICA M. VALENCIA
and all others similarly situated