

JAMES HAWKINS APLC

James R. Hawkins (#192925)

Gregory Mauro (#222239)

Michael Calvo (#314986)

Lauren Falk (#316893)

Ava Issary (#342252)9880 Research Drive, Suite 200

Irvine, CA 92618

Tel.: (949) 387-7200

Fax: (949) 387-6676

Email: James@jameshawkinsaplc.com

Email: Greg@jameshawkinsaplc.com

Email: Michael@jameshawkinsaplc.com

Email: Lauren@jameshawkinsaplc.com

Email: Ava@jameshawkinsaplc.com

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County of Los Angeles
2/26/2026 9:43 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

Attorneys for Plaintiff MARQUISE LANAE CLARK,
on behalf of the general public as private attorney general

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

MARQUISE LANAE CLARK, on behalf of the
general public as private attorney general,

Plaintiff,

v.

EASTER SEALS SOUTHERN CALIFORNIA,
INC., a California Nonprofit Corporation, and
DOES 1-50, inclusive,
Defendants.

Case No. **26STCV06259**
ASSIGNED FOR ALL PURPOSES TO:

JUDGE:

DEPT:

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 *et seq.*)**

COMES NOW Plaintiff MARQUISE LANAE CLARK (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants EASTER SEALS SOUTHERN CALIFORNIA, INC., a California Nonprofit Corporation and DOES 1-50, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to provide accurate itemized wage statements, (e) failure to record and pay sick pay accurately, (f) failure to pay vested vacation pay, (g) failure to pay timely during employment and (h) failure to reimburse necessary business expenses. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief, Defendants either has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California

1 Courts consistent with traditional notions of fair play and substantial justice.

2 5. Venue as to each Defendants is proper in this judicial district pursuant to Code of
3 Civil Procedure section 395. Defendants is doing business throughout California, including but
4 not limited to Los Angeles County, and each Defendants is within the jurisdiction of this Court for
5 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
6 all other aggrieved employees within the State of California. Defendants employs numerous
7 aggrieved employees in in the State of California.

8 6. On information and belief, Defendants have conducted business within the State of
9 California during the purported liability period and continue to conduct business throughout the
10 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
11 similarly situated aggrieved employees within California.

12 7. The California Superior Court also has jurisdiction in this matter because on
13 information and belief there are no federal questions at issue, as the issues herein are based solely
14 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
15 California Code of Civil Procedure, the California Civil Code, and the California Business and
16 Professions Code.

17 8. On information and belief, during the statutory liability period and continuing to
18 the present ("liability period"), Defendants consistently maintained and enforced against
19 Defendant's aggrieved Employees, among others, the following unlawful practices and policies,
20 in violation of California state wage and hour laws: (a) failure to pay minimum and overtime
21 wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to provide
22 accurate itemized wage statements, (e) failure to record and pay sick pay accurately, (f) failure to
23 pay vested vacation pay, (g) failure to pay timely during employment and (h) failure to reimburse
24 necessary business expenses.

25 9. On information and belief, during the statutory liability period and continuing to
26 the present, Defendants have had a consistent policy of failing to pay wages including overtime
27 wages for hours worked while subject to the control of Defendants.
28

1 10. On information and belief, during the statutory liability period and continuing to
2 the present, Defendants have failed to provide meal periods to Plaintiff and aggrieved employees.
3 Defendants have also failed to provide meal premiums for missed meal periods.

4 11. On information and belief, during the statutory liability period and continuing to
5 the present, Defendants have failed to provide rest periods to Plaintiff and aggrieved employees.
6 Defendants have also failed to provide rest premiums for missed rest periods.

7 12. On information and belief, during the statutory liability period and continuing to
8 the present, Defendants have failed to provide Plaintiff and aggrieved employees accurate itemized
9 wage statements.

10 13. On information and belief, during the statutory liability period and continuing to
11 the present, Defendants have failed to provide Plaintiff and aggrieved employees accurate sick
12 pay;

13 14. On information and belief, during the statutory liability period and continuing to
14 the present, Defendants have failed to provide Plaintiff and aggrieved employees vested vacation
15 pay;

16 15. On information and belief, during the statutory liability period and continuing to
17 the present, Defendants have failed to reimburse Plaintiff and aggrieved employees necessary
18 business expenses;

19 16. On information and belief, during the statutory liability period and continuing to
20 the present, Defendants have failed to pay double time pay to Plaintiff and aggrieved employees;

21 17. On information and belief, during the statutory liability period and continuing to
22 the present, Defendants have failed to provide Plaintiff and aggrieved employees timely pay during
23 employment and upon separation from employment;

24 18. Plaintiff on behalf of the general public as private attorney general and all other
25 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
26 enumerated under 2699.5 as follows: sections 201-204, 226, 246-249, 510, 511, 512, 558, 226.7,
27 227.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, and 1198, 2802-2804 and seeking penalties,
28

1 interest, attorneys' fees and costs.

2 3 **III. PARTIES**

4 **A. Plaintiff**

5 19. Plaintiff, MARQUISE LANAE CLARK, was at all times relevant to this action, a
6 resident of California. Plaintiff was employed by Defendant EASTER SEALS SOUTHERN
7 CALIFORNIA, INC. during August 2024 as a Non-Exempt Employee with the title of Licensed
8 Vocational Nurse Specialist and worked during the liability period for Defendants until on or about
9 July 13, 2025.

10 20. As Defendants' employee, Plaintiff, and all other aggrieved employees were
11 regularly required to and subsequently suffered:

- 12 a) to perform work subject to the control of the employer without being compensated all
13 wages including overtime, all in violation of California labor laws, regulations, and the
14 Industrial Welfare Commission Wage Order ("IWC");
- 15 b) not provided first and second meal periods nor paid premium wages;
- 16 c) not provided first and second rest periods nor paid premium wages;
- 17 d) not paid vested vacation pay;
- 18 e) not paid accurate sick pay;
- 19 f) not timely paid all wages during employment;
- 20 g) not reimbursed necessary business expenses; and
- 21 h) not provided accurate itemized wage statements.

22 On information and belief, Defendants willfully failed to pay all earned wages in the form
23 regular wages and overtime wages, to its Non-Exempt Employees and members of the
24 Representative Group; nor have Defendants returned to Plaintiff or members of the
25 Representative Group, upon or after separation from employment with Defendants, all wages
26 earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the
27 general public as private attorney general and all other aggrieved employees.
28

1 **B. Defendants**

2 21. Defendant, EASTER SEALS SOUTHERN CALIFORNIA, INC. is a Nonprofit
3 California Corporation that operates as a Residence for people with developmental disabilities. On
4 information and belief, Defendant operates in over a thousand California locations. Plaintiff
5 estimate there are in excess of one hundred (100) Non-Exempt Employees who work or have
6 worked for Defendants over the last year.

7 22. Other than identified herein, Plaintiff are unaware of the true names, capacities,
8 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
9 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
10 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
11 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
12 are ascertained.

13 23. Plaintiff are informed and believes and thereon alleges that each Defendant, directly
14 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
15 Representative Group, and exercised control over their wages, hours, and working conditions.
16 Plaintiff are informed and believes and thereon alleges that each Defendants acted in all respects
17 pertinent to this action as the agent of the other defendants, carried out a joint scheme, business
18 plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally
19 attributable to the other defendants.
20

21 **IV. GENERAL ALLEGATIONS**

22 24. At all times set forth herein, Defendants employed Plaintiff and other persons in
23 the capacity of non-exempt positions, however titled, throughout the state of California.

24 25. Plaintiff is informed and believe Aggrieved Employees have at all times pertinent
25 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
26 rules and regulations of the IWC California Wage Orders.

27 26. Defendants continue to employ Non-Exempt Employees, however titled, in
28 California and implement a uniform set of policies and practices to all non-exempt employees, as

1 they were all engaged in the generic job duties related to Defendants' business.

2 27. Plaintiff is informed and believe, and thereon alleges, that Defendants are and were
3 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
4 the requirements of California's wage and employment laws.

5 28. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
6 Employees frequently worked well over two to six (2-6) days a week and forty (40) hours in a
7 work week.

8 29. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
9 Employees based upon an hourly rate.

10 30. Plaintiff is informed and believe that the Aggrieved Employees were required to
11 keep similar schedules.

12 31. In addition, the Aggrieved Employees frequently worked in excess of eight (8)
13 hours a day and/or over forty (40) hours in a workweek, but were not properly paid for minimum
14 and overtime wages.

15 32. Plaintiff and Aggrieved Employees were required to perform off the clock work
16 such as communicating with nurses, sitting with clients, personal cell phone use for work related
17 purposes to communicate with other staff members and superiors.

18 33. Defendants also failed to properly calculate Plaintiff's and Aggrieved Employees'
19 regular rate of pay including but not limited to by failing to include all forms of
20 compensation/remuneration in the regular rate including but not limited to bonuses, incentives,
21 commissions, retroactive pay, and other compensation for overtime calculation purposes.

22 34. Plaintiff and Aggrieved Employees were not compensated overtime wages owed to
23 them for their time spent off the clock performing duties requested by defendants' management
24 such as loading work trucks with supplies until they are given directions on where the work
25 location is for their next project.

26 35. An informant keeps track of all employees' hours, records lunches and breaks.
27 However, any work performed after 8 hours were not accounted for and many employees stated
28

1 to Plaintiff that they do not see any overtime pay or those overtime hours on their pay stubs.

2 36. During the relevant time, as a consequence of Defendants' staffing and scheduling
3 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
4 provide Plaintiff and Aggrieved Employees timely, legally complaint uninterrupted 30-minute
5 meal periods on shifts over five hours as required by law.

6 37. Similarly, as a consequence of Defendants' staffing and scheduling practices, work
7 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
8 and Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
9 required by law. Plaintiff and Aggrieved Employees worked more than ten hours a day on a
10 consistent and regular basis during the relevant time period where no second meal breaks were
11 given. Plaintiff and Aggrieved Employees worked over ten (10) hours a week approximately one
12 or two times a week but did not have second meal breaks.

13 38. On information and belief, Plaintiff and Aggrieved Employees did not waive their
14 rights to meal periods under the law.

15 39. Plaintiff and Aggrieved Employees were not provided with valid lawful on-duty
16 meal periods.

17 40. Despite the above-mentioned meal period violations, Defendants failed to
18 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
19 one additional hour of pay at their regular rate as required by California law when meal periods
20 were not timely or lawfully provided in a compliant manner.

21 41. Plaintiff and Aggrieved Employees were prohibited from leaving the premises
22 during rest breaks.

23 42. Plaintiff is informed and believe, and thereon alleges, that Defendants know, should
24 know, knew, and/or should have known that Plaintiff and Aggrieved Employees were entitled to
25 receive premium wages based on their regular rate of pay under California Labor Code § 226.7
26 but were not receiving such compensation.

27 43. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
28

1 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
2 period for every four hours worked or major fraction thereof, which is a violation of the California
3 Labor Code and IWC wage order.

4 44. Defendants maintained and enforced scheduling practices, policies, and imposed
5 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
6 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
7 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure
8 to provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.
9 Plaintiff was not given a third rest break on the aforementioned ten (10) hour and above workdays.

10 45. Despite the above-mentioned rest period violations, Defendants did not compensate
11 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
12 pay at their regular rate as required by California law, including California Labor Code § 226.7
13 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized
14 and permitted.

15 46. Plaintiff and Aggrieved Employees were not allowed to leave the work premises to
16 take meal periods or rest periods.

17 47. Defendants failed to reimburse Plaintiff and Aggrieved Employees for personal cell
18 phone use and mileage as well as food brought by Plaintiff for her clients that was requested of
19 her.
20

21 48. On information and belief, during the relevant timeframe, Defendants had a policy
22 that provided for paid time off/vacation time for its employees, including Plaintiff and Aggrieved
23 Employees.

24 49. During the relevant timeframe, Defendants failed to accurately pay said vested paid
25 time off/vacation time to its employees at the time of termination, including Plaintiff and
26 Aggrieved Employees, at their final rate in accordance with said policy and in accordance with the
27 law.

28 50. Plaintiff and Aggrieved Employees did not receive sick pay accurately, sick pay

1 was not part of PTO, nor was it shown as available or paid on paystubs.

2 51. Plaintiff and Aggrieved Employees worked double time several times a month and
3 were not paid double time at 2 times base rate for all hours worked over 12 hours in a day.

4 52. Upon information and belief, Defendants knew and should have known that it is
5 improper to implement policies and commit unlawful acts such as:

6 (a) requiring employees to work four (4) hours or a major fraction thereof without
7 being provided a minimum ten (10) minute rest period and without compensating the employees
8 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
9 rest period was not provided;

10 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
11 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
12 and without compensating employees with one (1) hour of pay at the regular rate of compensation
13 for each workday that such a meal period was not provided;

14 (c) failing to pay overtime and minimum wages;

15 (d) failing to pay vested vacation pay;

16 (e) failing to accurately pay and record sick pay;

17 (f) failing to reimburse necessary business expenses;

18 (g) failing to maintain accurately itemized wage statements; and

19 (h) conducting and engaging in unfair business practices.
20

21 53. In addition to the violations above, and on information and belief, Defendants knew
22 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
23 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
24 knowingly, recklessly, and/or intentionally failed to do so.

25 54. Plaintiff and Aggrieved Employees they seek to represent are covered by, and
26 Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare
27 Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding
28 applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq.*

1 **V. REPRESENTATIVE CLAIMS**

2 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 et seq.**

3 55. Plaintiff incorporate by reference and re-alleges each and every allegation
4 contained above, as though fully set forth herein.

5 56. PAGA is a mechanism by which the State of California can enforce state labor laws
6 through the employee suing under the PAGA who do so as the proxy or agent of the state's labor
7 law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a
8 law enforcement action designed to protect the public and not to benefit private parties. The
9 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
10 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
11 Legislature specified that "it was...in the public interest to allow aggrieved employees, acting as
12 private attorneys general to recover civil penalties for Labor Code violations..." Stats. 2003, Ch.
13 906, section 1.

14 57. Plaintiff brings this Representative Action on behalf of the State of California with
15 respect to himself and all other individuals who are or previously were employed by Defendants
16 as non-exempt California employees during the applicable statutory period (the "aggrieved
17 employees").

18 58. On December 22, 2025, Plaintiff complied with notice requirements pursuant to
19 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
20 **A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and
21 that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
22 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
23 representative capacity. The substance and violations set forth in this Complaint of which the
24 LWDA was provided timely notice, Plaintiff have also sent a copy of this PAGA Representative
25 Action Complaint to the LWDA.

26 59. Plaintiff are an aggrieved employee as defined in Labor Code Section 2699(a).
27 Plaintiff bring this cause of action on behalf of all current and former California non-exempt
28

1 Employees of Defendants.

2 60. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
3 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
4 including without limitation Labor Code section 201-204, 226, 246-249, 510, 511, 512, 558, 226.7,
5 227.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, and 1198, 2802-2804, and 2698 *et seq.*, applicable
6 IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

7 61. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
8 overtime wages owed. Therefore, Defendants violated section 510, and 1194 by not compensating
9 its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours
10 in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation
11 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight
12 (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the
13 regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight
14 (8) hours in a day on the seventh day of work in a particular work week.

15 62. Defendants have also failed to accurately record the meal and rest period premiums
16 owed and all wages owed per pay period.

17 63. On information and belief, Defendants willfully failed to pay all wages due and
18 owing upon separation from employment. These wages include minimum and overtime wages.

19 64. On information and belief, Defendants failed to provide accurate itemized wage
20 statements which failed to include all hours worked, including overtime, due and owing to Plaintiff
21 and the aggrieved employees pursuant to Labor Code section 226(a). Defendants further failed to
22 include or itemize the gift card payments made to Plaintiff and Aggrieved Employees.

23 65. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
24 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
25 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
26 for each violation in a subsequent citation, for which the employer fails to provide the employee a
27 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.
28

1 66. Additionally, Defendants have no accurate records relating to aggrieved
2 employees' work periods, total daily hours worked, total hours worked per payroll period and
3 applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants failed to
4 maintain accurate records relating to hours worked daily in violation of Labor Code sections
5 1174(d), 1174.5.

6 67. On information and belief, Defendants failed to timely pay all wages owed to
7 Plaintiff and Aggrieved Employees during employment, in violation of Labor Code section 204.
8 California Labor Code section 204 provides that: all wages earned by any person in any
9 employment between the 1st and 15th days, inclusive, of any calendar month, other than those
10 wages due upon termination of an employee, are due and payable between the 16th and the 26th
11 day of the month during which the labor was performed; that all wages earned by any person in
12 any employment between the 16th and the last day, inclusive, of any calendar month, other than
13 those wages due upon termination of an employee, are due and payable between the 1st and the
14 10th day of the following month; and that all wages earned for labor in excess of the normal
15 work period shall be paid no later than the payday for the next regular payroll period. During
16 the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the
17 other aggrieved employees all wages due to them, within any time period permissible under
18 California Labor Code section 204.
19

20 68. Labor Code § 227.3 provides that "...whenever a contract of employment or
21 employer policy provides for paid vacations, and an employee is terminated without having taken
22 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
23 accordance with such contract of employment or employer policy respecting eligibility or time
24 served; provided, however, that an employment contract or employer policy shall not provide for
25 forfeiture of vested vacation time upon termination." Defendants have a policy that provided for
26 paid vacation. Defendants have failed to pay vested vacation time due to Plaintiff and aggrieved
27 employees at separation from employment in accordance with California law.

28 69. Plaintiff and the Representative Aggrieved Employees are entitled to recover

1 Penalties and attorneys' fees and costs under Labor Code section 2698, et. seq.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 4 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 5 2. For reasonable attorneys' fees and costs; and
- 6 3. For such other and further relief as the Court deems proper.

7

8 Dated: February 26, 2026

JAMES HAWKINS APLC

9

10 By: 

11 JAMES R. HAWKINS
12 GREGORY MAURO
13 MICHAEL CALVO
14 LAUREN FALK
15 AVA ISSARY

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Attorneys for Plaintiff MARQUISE LANAE
CLARK on behalf of the general public as
private attorney general

EXHIBIT A

JAMES JH HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

December 22, 2025

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

Easter Seals Southern California, Inc., a California Nonprofit Corporation
Agent for Service of Process:
Rosie Kalika-Dhanantwari
1036 MCGAW SUITE 100
IRVINE, CA 92614
Receipt No.: 9589 0710 5270 0078 0212 25

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

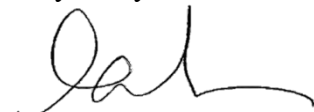
To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff Marquise Lanae Clark, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, Easter Seals Southern California, Inc., a California Nonprofit Corporation, through their Agents for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Los Angeles Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,



Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint

JAMES HAWKINS APLC
James R. Hawkins (#192925)
Gregory Mauro (#222239)
Michael Calvo (#314986)
Lauren Falk (#316893)
Ava Issary (#342252)9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff MARQUISE LANAE CLARK,
on behalf of the general public as private attorney general

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

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ACTION COMPLAINT PURSUANT TO
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1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

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2 5. Venue as to each Defendants is proper in this judicial district pursuant to Code of
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6 all other aggrieved employees within the State of California. Defendants employs numerous
7 aggrieved employees in in the State of California.

8 6. On information and belief, Defendants have conducted business within the State of
9 California during the purported liability period and continue to conduct business throughout the
10 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
11 similarly situated aggrieved employees within California.

12 7. The California Superior Court also has jurisdiction in this matter because on
13 information and belief there are no federal questions at issue, as the issues herein are based solely
14 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
15 California Code of Civil Procedure, the California Civil Code, and the California Business and
16 Professions Code.

17 8. On information and belief, during the statutory liability period and continuing to
18 the present ("liability period"), Defendants consistently maintained and enforced against
19 Defendant's aggrieved Employees, among others, the following unlawful practices and policies,
20 in violation of California state wage and hour laws: (a) failure to pay minimum and overtime
21 wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to provide
22 accurate itemized wage statements, (e) failure to record and pay sick pay accurately, (f) failure to
23 pay vested vacation pay, (g) failure to pay timely during employment and (h) failure to reimburse
24 necessary business expenses.

25 9. On information and belief, during the statutory liability period and continuing to
26 the present, Defendants have had a consistent policy of failing to pay wages including overtime
27 wages for hours worked while subject to the control of Defendants.
28

1 10. On information and belief, during the statutory liability period and continuing to
2 the present, Defendants have failed to provide meal periods to Plaintiff and aggrieved employees.
3 Defendants have also failed to provide meal premiums for missed meal periods.

4 11. On information and belief, during the statutory liability period and continuing to
5 the present, Defendants have failed to provide rest periods to Plaintiff and aggrieved employees.
6 Defendants have also failed to provide rest premiums for missed rest periods.

7 12. On information and belief, during the statutory liability period and continuing to
8 the present, Defendants have failed to provide Plaintiff and aggrieved employees accurate itemized
9 wage statements.

10 13. On information and belief, during the statutory liability period and continuing to
11 the present, Defendants have failed to provide Plaintiff and aggrieved employees accurate sick
12 pay;

13 14. On information and belief, during the statutory liability period and continuing to
14 the present, Defendants have failed to provide Plaintiff and aggrieved employees vested vacation
15 pay;

16 15. On information and belief, during the statutory liability period and continuing to
17 the present, Defendants have failed to reimburse Plaintiff and aggrieved employees necessary
18 business expenses;

19 16. On information and belief, during the statutory liability period and continuing to
20 the present, Defendants have failed to pay double time pay to Plaintiff and aggrieved employees;

21 17. On information and belief, during the statutory liability period and continuing to
22 the present, Defendants have failed to provide Plaintiff and aggrieved employees timely pay during
23 employment and upon separation from employment;

24 18. Plaintiff on behalf of the general public as private attorney general and all other
25 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
26 enumerated under 2699.5 as follows: sections 201-204, 226, 246-249, 510, 511, 512, 558, 226.7,
27 227.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, and 1198, 2802-2804 and seeking penalties,
28

1 interest, attorneys' fees and costs.

2 3 **III. PARTIES**

4 **A. Plaintiff**

5 19. Plaintiff, MARQUISE LANAE CLARK, was at all times relevant to this action, a
6 resident of California. Plaintiff was employed by Defendant EASTER SEALS SOUTHERN
7 CALIFORNIA, INC. during August 2024 as a Non-Exempt Employee with the title of Licensed
8 Vocational Nurse Specialist and worked during the liability period for Defendants until on or about
9 July 13, 2025.

10 20. As Defendants' employee, Plaintiff, and all other aggrieved employees were
11 regularly required to and subsequently suffered:

- 12 a) to perform work subject to the control of the employer without being compensated all
13 wages including overtime, all in violation of California labor laws, regulations, and the
14 Industrial Welfare Commission Wage Order ("IWC");
- 15 b) not provided first and second meal periods nor paid premium wages;
- 16 c) not provided first and second rest periods nor paid premium wages;
- 17 d) not paid vested vacation pay;
- 18 e) not paid accurate sick pay;
- 19 f) not timely paid all wages during employment;
- 20 g) not reimbursed necessary business expenses; and
- 21 h) not provided accurate itemized wage statements.

22 On information and belief, Defendants willfully failed to pay all earned wages in the form
23 regular wages and overtime wages, to its Non-Exempt Employees and members of the
24 Representative Group; nor have Defendants returned to Plaintiff or members of the
25 Representative Group, upon or after separation from employment with Defendants, all wages
26 earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the
27 general public as private attorney general and all other aggrieved employees.
28

1 **B. Defendants**

2 21. Defendant, EASTER SEALS SOUTHERN CALIFORNIA, INC. is a Nonprofit
3 California Corporation that operates as a Residence for people with developmental disabilities. On
4 information and belief, Defendant operates in over a thousand California locations. Plaintiff
5 estimate there are in excess of one hundred (100) Non-Exempt Employees who work or have
6 worked for Defendants over the last year.

7 22. Other than identified herein, Plaintiff are unaware of the true names, capacities,
8 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
9 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
10 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
11 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
12 are ascertained.

13 23. Plaintiff are informed and believes and thereon alleges that each Defendant, directly
14 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
15 Representative Group, and exercised control over their wages, hours, and working conditions.
16 Plaintiff are informed and believes and thereon alleges that each Defendants acted in all respects
17 pertinent to this action as the agent of the other defendants, carried out a joint scheme, business
18 plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally
19 attributable to the other defendants.
20

21 **IV. GENERAL ALLEGATIONS**

22 24. At all times set forth herein, Defendants employed Plaintiff and other persons in
23 the capacity of non-exempt positions, however titled, throughout the state of California.

24 25. Plaintiff is informed and believe Aggrieved Employees have at all times pertinent
25 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
26 rules and regulations of the IWC California Wage Orders.

27 26. Defendants continue to employ Non-Exempt Employees, however titled, in
28 California and implement a uniform set of policies and practices to all non-exempt employees, as

1 they were all engaged in the generic job duties related to Defendants' business.

2 27. Plaintiff is informed and believe, and thereon alleges, that Defendants are and were
3 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
4 the requirements of California's wage and employment laws.

5 28. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
6 Employees frequently worked well over two to six (2-6) days a week and forty (40) hours in a
7 work week.

8 29. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
9 Employees based upon an hourly rate.

10 30. Plaintiff is informed and believe that the Aggrieved Employees were required to
11 keep similar schedules.

12 31. In addition, the Aggrieved Employees frequently worked in excess of eight (8)
13 hours a day and/or over forty (40) hours in a workweek, but were not properly paid for minimum
14 and overtime wages.

15 32. Plaintiff and Aggrieved Employees were required to perform off the clock work
16 such as communicating with nurses, sitting with clients, personal cell phone use for work related
17 purposes to communicate with other staff members and superiors.

18 33. Defendants also failed to properly calculate Plaintiff's and Aggrieved Employees'
19 regular rate of pay including but not limited to by failing to include all forms of
20 compensation/remuneration in the regular rate including but not limited to bonuses, incentives,
21 commissions, retroactive pay, and other compensation for overtime calculation purposes.

22 34. Plaintiff and Aggrieved Employees were not compensated overtime wages owed to
23 them for their time spent off the clock performing duties requested by defendants' management
24 such as loading work trucks with supplies until they are given directions on where the work
25 location is for their next project.

26 35. An informant keeps track of all employees' hours, records lunches and breaks.
27 However, any work performed after 8 hours were not accounted for and many employees stated
28

1 to Plaintiff that they do not see any overtime pay or those overtime hours on their pay stubs.

2 36. During the relevant time, as a consequence of Defendants' staffing and scheduling
3 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
4 provide Plaintiff and Aggrieved Employees timely, legally complaint uninterrupted 30-minute
5 meal periods on shifts over five hours as required by law.

6 37. Similarly, as a consequence of Defendants' staffing and scheduling practices, work
7 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
8 and Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
9 required by law. Plaintiff and Aggrieved Employees worked more than ten hours a day on a
10 consistent and regular basis during the relevant time period where no second meal breaks were
11 given. Plaintiff and Aggrieved Employees worked over ten (10) hours a week approximately one
12 or two times a week but did not have second meal breaks.

13 38. On information and belief, Plaintiff and Aggrieved Employees did not waive their
14 rights to meal periods under the law.

15 39. Plaintiff and Aggrieved Employees were not provided with valid lawful on-duty
16 meal periods.

17 40. Despite the above-mentioned meal period violations, Defendants failed to
18 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
19 one additional hour of pay at their regular rate as required by California law when meal periods
20 were not timely or lawfully provided in a compliant manner.

21 41. Plaintiff and Aggrieved Employees were prohibited from leaving the premises
22 during rest breaks.

23 42. Plaintiff is informed and believe, and thereon alleges, that Defendants know, should
24 know, knew, and/or should have known that Plaintiff and Aggrieved Employees were entitled to
25 receive premium wages based on their regular rate of pay under California Labor Code § 226.7
26 but were not receiving such compensation.

27 43. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
28

1 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
2 period for every four hours worked or major fraction thereof, which is a violation of the California
3 Labor Code and IWC wage order.

4 44. Defendants maintained and enforced scheduling practices, policies, and imposed
5 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
6 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
7 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure
8 to provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.
9 Plaintiff was not given a third rest break on the aforementioned ten (10) hour and above workdays.

10 45. Despite the above-mentioned rest period violations, Defendants did not compensate
11 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
12 pay at their regular rate as required by California law, including California Labor Code § 226.7
13 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized
14 and permitted.

15 46. Plaintiff and Aggrieved Employees were not allowed to leave the work premises to
16 take meal periods or rest periods.

17 47. Defendants failed to reimburse Plaintiff and Aggrieved Employees for personal cell
18 phone use and mileage as well as food brought by Plaintiff for her clients that was requested of
19 her.
20

21 48. On information and belief, during the relevant timeframe, Defendants had a policy
22 that provided for paid time off/vacation time for its employees, including Plaintiff and Aggrieved
23 Employees.

24 49. During the relevant timeframe, Defendants failed to accurately pay said vested paid
25 time off/vacation time to its employees at the time of termination, including Plaintiff and
26 Aggrieved Employees, at their final rate in accordance with said policy and in accordance with the
27 law.

28 50. Plaintiff and Aggrieved Employees did not receive sick pay accurately, sick pay

1 was not part of PTO, nor was it shown as available or paid on paystubs.

2 51. Plaintiff and Aggrieved Employees worked double time several times a month and
3 were not paid double time at 2 times base rate for all hours worked over 12 hours in a day.

4 52. Upon information and belief, Defendants knew and should have known that it is
5 improper to implement policies and commit unlawful acts such as:

6 (a) requiring employees to work four (4) hours or a major fraction thereof without
7 being provided a minimum ten (10) minute rest period and without compensating the employees
8 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
9 rest period was not provided;

10 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
11 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
12 and without compensating employees with one (1) hour of pay at the regular rate of compensation
13 for each workday that such a meal period was not provided;

14 (c) failing to pay overtime and minimum wages;

15 (d) failing to pay vested vacation pay;

16 (e) failing to accurately pay and record sick pay;

17 (f) failing to reimburse necessary business expenses;

18 (g) failing to maintain accurately itemized wage statements; and

19 (h) conducting and engaging in unfair business practices.
20

21 53. In addition to the violations above, and on information and belief, Defendants knew
22 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
23 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
24 knowingly, recklessly, and/or intentionally failed to do so.

25 54. Plaintiff and Aggrieved Employees they seek to represent are covered by, and
26 Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare
27 Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding
28 applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq.*

1 **V. REPRESENTATIVE CLAIMS**

2 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 et seq.**

3 55. Plaintiff incorporate by reference and re-alleges each and every allegation
4 contained above, as though fully set forth herein.

5 56. PAGA is a mechanism by which the State of California can enforce state labor laws
6 through the employee suing under the PAGA who do so as the proxy or agent of the state's labor
7 law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a
8 law enforcement action designed to protect the public and not to benefit private parties. The
9 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
10 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
11 Legislature specified that "it was...in the public interest to allow aggrieved employees, acting as
12 private attorneys general to recover civil penalties for Labor Code violations..." Stats. 2003, Ch.
13 906, section 1.

14 57. Plaintiff brings this Representative Action on behalf of the State of California with
15 respect to himself and all other individuals who are or previously were employed by Defendants
16 as non-exempt California employees during the applicable statutory period (the "aggrieved
17 employees").

18 58. On December 22, 2025, Plaintiff complied with notice requirements pursuant to
19 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
20 **A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and
21 that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
22 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
23 representative capacity. The substance and violations set forth in this Complaint of which the
24 LWDA was provided timely notice, Plaintiff have also sent a copy of this PAGA Representative
25 Action Complaint to the LWDA.

26 59. Plaintiff are an aggrieved employee as defined in Labor Code Section 2699(a).
27 Plaintiff bring this cause of action on behalf of all current and former California non-exempt
28

1 Employees of Defendants.

2 60. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
3 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
4 including without limitation Labor Code section 201-204, 226, 246-249, 510, 511, 512, 558, 226.7,
5 227.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, and 1198, 2802-2804, and 2698 *et seq.*, applicable
6 IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

7 61. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
8 overtime wages owed. Therefore, Defendants violated section 510, and 1194 by not compensating
9 its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours
10 in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation
11 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight
12 (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the
13 regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight
14 (8) hours in a day on the seventh day of work in a particular work week.

15 62. Defendants have also failed to accurately record the meal and rest period premiums
16 owed and all wages owed per pay period.

17 63. On information and belief, Defendants willfully failed to pay all wages due and
18 owing upon separation from employment. These wages include minimum and overtime wages.

19 64. On information and belief, Defendants failed to provide accurate itemized wage
20 statements which failed to include all hours worked, including overtime, due and owing to Plaintiff
21 and the aggrieved employees pursuant to Labor Code section 226(a). Defendants further failed to
22 include or itemize the gift card payments made to Plaintiff and Aggrieved Employees.

23 65. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
24 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
25 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
26 for each violation in a subsequent citation, for which the employer fails to provide the employee a
27 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.
28

1 66. Additionally, Defendants have no accurate records relating to aggrieved
2 employees' work periods, total daily hours worked, total hours worked per payroll period and
3 applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants failed to
4 maintain accurate records relating to hours worked daily in violation of Labor Code sections
5 1174(d), 1174.5.

6 67. On information and belief, Defendants failed to timely pay all wages owed to
7 Plaintiff and Aggrieved Employees during employment, in violation of Labor Code section 204.
8 California Labor Code section 204 provides that: all wages earned by any person in any
9 employment between the 1st and 15th days, inclusive, of any calendar month, other than those
10 wages due upon termination of an employee, are due and payable between the 16th and the 26th
11 day of the month during which the labor was performed; that all wages earned by any person in
12 any employment between the 16th and the last day, inclusive, of any calendar month, other than
13 those wages due upon termination of an employee, are due and payable between the 1st and the
14 10th day of the following month; and that all wages earned for labor in excess of the normal
15 work period shall be paid no later than the payday for the next regular payroll period. During
16 the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the
17 other aggrieved employees all wages due to them, within any time period permissible under
18 California Labor Code section 204.
19

20 68. Labor Code § 227.3 provides that "...whenever a contract of employment or
21 employer policy provides for paid vacations, and an employee is terminated without having taken
22 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
23 accordance with such contract of employment or employer policy respecting eligibility or time
24 served; provided, however, that an employment contract or employer policy shall not provide for
25 forfeiture of vested vacation time upon termination." Defendants have a policy that provided for
26 paid vacation. Defendants have failed to pay vested vacation time due to Plaintiff and aggrieved
27 employees at separation from employment in accordance with California law.

28 69. Plaintiff and the Representative Aggrieved Employees are entitled to recover

1 Penalties and attorneys' fees and costs under Labor Code section 2698, et. seq.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 4 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 5 2. For reasonable attorneys' fees and costs; and
- 6 3. For such other and further relief as the Court deems proper.

7

8 Dated: December 22, 2025

JAMES HAWKINS APLC

9

10 By: _____

11 JAMES R. HAWKINS
12 GREGORY MAURO
13 MICHAEL CALVO
14 LAUREN FALK
15 AVA ISSARY

16 Attorneys for Plaintiff MARQUISE LANAE
17 CLARK on behalf of the general public as
18 private attorney general

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