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**FILED**
Superior Court of California
County of Los Angeles
03/04/2025
David W. Slayton, Executive Officer / Clerk of Court
By: R. Sanchez Deputy



**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

DELORIS WARD, MARCUS JOHNSON, LEW MUSSELMAN, NATALIE CORTEZ, and KEIRA WILLIAMS, as individuals and on behalf of all others similarly situated,

Plaintiffs,

vs.

HORRIGAN COLE ENTERPRISES, INC., a California corporation; UNLIMITED QUEST, INC., a California corporation; NATIONAL MENTOR HEALTHCARE, LLC, a Delaware limited liability company; NATIONAL MENTOR, LLC, a Delaware limited liability company; NATIONAL MENTOR HOLDINGS, LLC, a Delaware limited liability company; LOYD'S LIBERTY HOMES, INC., a California corporation; REM CALIFORNIA, LLC, a Delaware limited liability company; CORNERSTONE LIVING SKILLS, INC., a California corporation; FIRST STEP INDEPENDENT LIVING PROGRAM, INC., a California corporation; CALIFORNIA MENTOR FAMILY HOME AGENCY, LLC,

CASE NO. 24STCV06626

**CONSOLIDATED SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT:**

**(1) FAILURE TO PAY ALL MINIMUM WAGES OWED (LABOR CODE §§ 1182.12, 1194, 1194.2, 1197, 1198);**

**(2) FAILURE TO PAY ALL OVERTIME WAGES (LABOR CODE §§ 204, 510, 1194, 1198);**

**(3) MEAL PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 512, 558);**

**(4) REST PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 516, 558);**

**(5) FAILURE TO REIMBURSE FOR ALL NECESSARY BUSINESS EXPENDITURES (LABOR CODE §§ 2802, 2804);**

**(6) WAGE STATEMENT PENALTIES (LABOR CODE § 226 *et seq.*);**

a Delaware limited liability company; INSTITUTE FOR FAMILY CENTERED SERVICES, INC., a Virginia corporation; MENTOR MANAGEMENT, INC., a Delaware corporation; MENTOR MANAGEMENT, INC., a Delaware Corporation; NATIONAL MENTOR HOLDINGS, Inc., a Delaware corporation; and DOES 1 through 100,

Defendants.

**(7) WAITING TIME PENALTIES (LABOR CODE §§ 201-203);**

**(8) UNFAIR COMPETITION (BUS & PROF CODE § 17200 *et seq*.); and**

**(9) CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *et seq*.).**

**DEMAND FOR JURY TRIAL**
**UNLIMITED CIVIL CASE**

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Attorneys for Plaintiffs

Plaintiffs Deloris Ward, Marcus Johnson, Lew Musselman, Natalie Cortez and Keira Williams ("Plaintiffs"), on behalf of themselves and all others similarly situated, hereby bring this Consolidated Second Amended Class and Representative Action Complaint ("Complaint") against Defendants Horrigan Cole Enterprises, Inc., a California corporation; Unlimited Quest, Inc., a California corporation; National Mentor Healthcare, LLC, a Delaware limited liability company; National Mentor, LLC, a Delaware limited liability company; National Mentor Holdings, LLC, a Delaware limited liability company; Loyd's Liberty Homes, Inc., a California corporation; REM California, LLC, a Delaware limited liability company; Cornerstone Living Skills, Inc., a California corporation; First Step Independent Living Program, Inc., a California corporation; California Mentor Family Home Agency, LLC, a Delaware limited liability company; Institute For Family Centered Services, Inc., a Virginia corporation; Mentor Management, Inc., a Delaware corporation; National Mentor Holdings, Inc., a Delaware corporation; and DOES 1 to 100, inclusive (collectively "Defendants"), and on information and belief allege as follows:

**JURISDICTION**

1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring this Complaint for recovery of unpaid wages and penalties under California Business and Professions Code § 17200 *et. seq*., Labor Code §§ 201-204, 210, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2804, and 2698 *et seq.;* and the Industrial Welfare Commission Wage Orders ("Wage Orders"), in addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants' violations of the California Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

**VENUE**

2. Venue is proper in this judicial district pursuant to California Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the County of Los Angeles. Defendants own, maintain offices, transact business, have

an agent or agents within the County of Los Angeles, and/or otherwise are found within the County of Los Angeles, and Defendants are within the jurisdiction of this Court for purposes of service of process.

## PARTIES

3. Plaintiffs are and were at all times relevant herein, individuals over the age of eighteen (18). At all relevant times herein, Plaintiffs were, and currently are, California residents. During the four years immediately preceding the filing of the Complaint in this action and within the statute of limitations periods applicable to each cause of action pled herein, Plaintiffs were employed by Defendants as a non-exempt employee. Plaintiffs were, and are, victims of Defendants' policies and/or practices complained of herein, lost money and/or property, and have been deprived of the rights guaranteed by California Business and Professions Code § 17200, *et. seq*., Labor Code §§ 201-204, 210, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2804, and 2698 *et seq.;* and the Wage Orders.

4. Plaintiffs are informed and believe, and based thereon allege, that during the four years preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to do) business in California by providing services to individuals with intellectual and developmental disabilities, and employed Plaintiffs and other similarly situated non-exempt employees within Los Angeles County and the State of California.

5. Plaintiffs do not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 9 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed, and believe, and based thereon allege, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiffs and the Classes (as defined in Paragraph 17) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. Upon information and belief, Defendants are part of a group of health and human service providers serving individuals with intellectual and developmental disabilities in the State of California. Although Defendants are organized separately, in practice they act, and have always acted, as the same, joint enterprise, and they each exert control over the wages, hours, and/or working conditions of Plaintiffs and the putative classes. Upon information and belief, at all relevant times, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and the putative classes.

7. Plaintiffs are informed, and believe, and thereon allege, that at all times mentioned herein, Defendants were and are the employers of Plaintiffs and all members of the Classes.

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

9. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and all members of the Classes.

## GENERAL FACTUAL ALLEGATIONS

10. During the relevant time period, Plaintiffs were employed by Defendants in various non-exempt job positions throughout the State of California.

11. During Plaintiffs' employment with Defendants, upon information and belief, Defendants utilized a timekeeping system which resulted in Plaintiff and other non-exempt

employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Specifically, for at least a portion of the relevant time period, Defendants' timekeeping policies/practices resulted in Plaintiffs not being compensated for all hours actually worked. Upon information and belief, Defendants' timekeeping and payroll systems regularly, systematically, and impermissibly rounded the hours worked by Plaintiffs and non-exempt employees in Defendants' favor, resulting, over a period of time, in the failure to properly compensate Plaintiffs and non-exempt employees for all hours worked. Defendants also failed to compensate Plaintiff and other non-exempt employees for all required travel time during the workday. Further, on occasions when Plaintiffs worked over eight hours in a workday and/or forty hours in a workweek, Defendants' timekeeping policies/practices deprived them of additional overtime wages earned. Due to Defendants' timekeeping policies/practices that fail to compensate for all hours worked, including all travel time, Plaintiffs and other non-exempt employees were not compensated for all required minimum and overtime wages. Additionally, Plaintiffs were required to work split shifts, however, due to Defendants' policies/practices, Defendants failed to pay at least one (1) hour's pay at the minimum wage in addition to the minimum wage for that workday, resulting in further unpaid minimum wages. Furthermore, upon information and belief, Defendants also failed to compensate Plaintiffs and other non-exempt employees for all required reporting time pay. Plaintiffs and other non-exempt employees were regularly called into work as "on-call" shift employees but were not always put to work. When this happened, upon information and belief, Defendants did not compensate Plaintiffs and other non-exempt employees for at least two hours of work and/or half of their usually scheduled hours at their regular rate of pay.

12. During Plaintiffs' employment with Defendants, Plaintiffs routinely worked in excess of eight hours per workday and/or forty hours per workweek, but did not receive overtime compensation equal to one and one half times her regular rate of pay for all overtime hours worked. Specifically, Defendants paid Plaintiffs various bonuses, including payments denoted as "Direct Care Bonuses," and/or other of pay not excludable as a matter of law when calculating an employee's regular rate of pay (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). Despite Defendants' payment of Incentive Pay to Plaintiffs,

Defendants failed to properly calculate Plaintiff's' regular rate of pay, thereby causing Plaintiffs to be underpaid all of their required overtime wages.

13. Defendants have failed to authorize and permit all required off-duty rest periods for Plaintiff and other non-exempt employees. Due to the nature of caring and supervising intellectually and developmentally disabled individuals, and Defendants' requirement that individuals be supervised at all times, Plaintiffs and other non-exempt employees were not authorized and permitted to take legally compliant off-duty rest periods. Additionally, Defendants failed to authorize and permit a full ten minutes of "net rest" in an area appropriate for rest away from the workstation during rest periods, as required by the Wage Orders. Despite failing to authorize and permit Plaintiffs and other non-exempt employees to take all rest periods to which they are entitled, upon information and belief, Defendants maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7 and did not pay Plaintiff and other non-exempt employees any rest period premiums.

14. Defendants also failed to provide Plaintiffs and other non-exempt employees with all legally compliant off-duty meal periods due to Defendants' meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. In addition, during a portion of the relevant time period, Defendants failed to provide Plaintiff and other non-exempt employees with all required meal periods because, upon information and belief, Defendants failed to provide for duty-free meal periods to Plaintiffs and other non-exempt employees, and required Plaintiffs to enter into unlawful on-duty meal period agreements with Defendants. Assuming, *arguendo*, that Plaintiffs and Defendants entered into a lawful on-duty meal period agreement, such an agreement inherently concedes that the nature of Plaintiffs' work precluded lawful rest periods. On those occasions when Plaintiffs were not provided with all legally-required meal periods to which they were entitled, Defendants failed to compensate Plaintiffs with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Defendants maintained no payroll code or other mechanism for paying meal period premiums under Labor Code § 226.7 in the event

a legally compliant meal period was not provided to Plaintiffs and other non-exempt employees.

15. Defendants also failed to adequately reimburse Plaintiffs and other non-exempt employees for all reasonable and necessary work expenditures, including, but not limited to the use of personal cellular phones to call Defendants' office(s) and/or receive calls from Defendants' office(s) and to clock in and out of their work shifts, and use of personal vehicles to travel between Defendants' facilities. Defendants did not adequately reimburse Plaintiffs and other non-exempt employees for their cellular phone expenses, even though they used their personal cellular phones for business purposes. Defendants also had a policy/practice of requiring Plaintiff and other non-exempt employees to use their personal vehicles to travel to Defendants' various facilities during the workday but failed to reimburse Plaintiffs and other non-exempt employees for all mileage incurred. Signatory

16. As a result of Defendants' failure to compensate Plaintiffs and other non-exempt employees for all minimum wages, overtime wages, and all meal and rest period premium wages, Defendants maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements. Additionally, the wage statements issued to Plaintiffs and other non-exempt employees failed to list the correct name and address of the legal entity that is the employer, in violation of Labor Code § 226(a)(8). As a further result of Defendants' failure to compensate Plaintiffs and other non-exempt employees for all minimum wages, overtime wages, and all meal and rest period premium wages, Defendants failed to pay Plaintiffs and other non-exempt employees all wages owed at the time of their separation of employment with Defendants.

## CLASS ACTION ALLEGATIONS

17. Class Definitions: Plaintiffs bring this Complaint on behalf of themselves and the following Classes pursuant to Section 382 of the Code of Civil Procedure:

All nonexempt employees employed at the following entities in the state of California during the following dates (collectively referred to as the "Class Periods"):

(a) National Mentor Healthcare, LLC – Direct Support Professionals employed at specified Specialized Residential Facilities between December 19, 2015 and the present;

(b) National Mentor Healthcare, LLC – All nonexempt employees of National Mentor Healthcare, LLC not identified in Section 3(a), above, employed in California between April 18, 2018 and the present;

(c) Loyd's Liberty Homes, Inc. – All nonexempt employees of Loyd's Liberty Homes, Inc. employed in California between April 18, 2018 and the present;

(d) REM California, LLC – All nonexempt employees of REM California, LLC employed in California between April 18, 2018 and the present;

(e) Cornerstone Living Skills, Inc. – All nonexempt employees of Cornerstone Living Skills, Inc. employed in California between June 28, 2019 and the present;

(f) National Mentor Holdings, LLC – All nonexempt employees of National Mentor Holdings, LLC employed in California between June 28, 2019 and the present;

(g) Unlimited Quest, Inc. – All nonexempt employees of Unlimited Quest, Inc. employed in California between March 15, 2020 and present (excluding time periods covered by the *Bradley Queen v. Unlimited Quest, Inc*. settlement);

(h) Horrigan Cole Enterprises, Inc. – All nonexempt employees of Horrigan Cole Enterprises, Inc. employed in California between March 15, 2020 and the present (excluding time periods covered by the *Hussey/Welcome v. Horrigan Cole Enterprises, Inc*. settlement);

(i) National Mentor, LLC – All nonexempt employees of National Mentor, LLC employed in California between March 15, 2020 and the present;

(j) First Step Independent Living Program, Inc. – All nonexempt employees of First Step Independent Living Program, Inc. employed in California between May 3, 2020 and the present (excluding time periods covered by the *Bentton v. First Step Independent Living Program, Inc*. settlement);

(k) California Mentor Family Home Agency, LLC – All nonexempt employees of California Mentor Family Home Agency, LLC employed in California between May 3, 2020 and the present (excluding time periods covered by the *Rockwell v. California Mentor Family Home Agency, LLC* and *Ramirez v. California Mentor Family Home Agency, LLC* settlements); and

(l) Institute for Family Centered Services, Inc. – All nonexempt employees of Institute for Family Centered Services, Inc. employed in California between May 3, 2020 and the present.

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

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

i. Whether Defendants paid all minimum wages owed to members of the Minimum Wage Class for all hours worked pursuant to Labor Code §§ 1182.12, 1194, 1194.2 1197, and 1198;

ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 by requiring members of the Overtime Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;

iii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Overtime Class and Minimum Wage Classes;

iv. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

v. Whether Defendants correctly paid meal period premium payments for non-compliant meal periods pursuant to Labor Code § 226.7;

vi. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;

vii. Whether Defendants correctly paid rest period premium payments for non-compliant rest periods pursuant to Labor Code § 226.7;

viii. Whether Defendants' policies and/or practices regarding reasonable and necessary business expenditures resulted in the failure to properly reimburse members of the Employee Expense Class;

ix. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and

x. Whether Defendants' polices and/or practices for the timing and amount of payment of final wages to Plaintiffs and members of the Waiting Time Class at the time of their separation of employment were lawful.

20. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law and fact set forth above are numerous and substantial and stem from Defendants' uniform policies and/or practices applicable to each individual class member including, but not limited to, Defendants' uniform timekeeping policies and/or practices, and meal and rest period policies and/or practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

21. **Typicality:** The claims of Plaintiffs are typical of the claims of the Classes because Plaintiffs were employed by Defendants as non-exempt employees in California during the statutes of limitation applicable to each cause of action pled in this Complaint. As alleged herein, Plaintiffs, like the members of the Classes, were not properly paid minimum and overtime wages due to Defendants' timekeeping policies/practices, were not provided all required meal periods, were not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages for missed and/or non-compliant meal and rest periods, were not reimbursed for necessary business expenses, were not issued accurate itemized wage statements, and/or did not receive all final wages owed to them upon their separation of employment with

Defendants.

22. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiffs' attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiffs. Plaintiffs' attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

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

the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes are maintainable as classes under § 382 of the Code of Civil Procedure.

## FIRST CAUSE OF ACTION

## MINIMUM WAGE VIOLATIONS

## (AGAINST ALL DEFENDANTS)

24. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

26. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiffs and members of the Minimum Wage Class for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 4.

27. Additionally, the Wage Orders require that an employee receive one (1) hour's pay at the minimum wage in addition to the minimum wage for that workday when the employee works a split shift.

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

29. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiffs and the Minimum Wage Class have sustained economic damages including, but

not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and the Wage Orders.

30. The foregoing practices and policies are unlawful and create an entitlement to recovery by Plaintiffs and the members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages owing, including interest thereon, liquidated damages, statutory and civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558, 1194, 1197, and 1198, the Wage Orders, and Code of Civil Procedure § 1021.5.

**<u>SECOND CAUSE OF ACTION</u>**

**FAILURE TO PAY ALL OVERTIME WAGES**

**(AGAINST ALL DEFENDANTS)**

31. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

32. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and 1198, which provides that non-exempt employees are entitled to all overtime wages and compensation for all overtime hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

33. At all times relevant herein, Defendants were required to properly compensate non-exempt employees, including Plaintiffs and members of the Overtime Class, for all overtime hours worked pursuant to California Labor Code § 1194 and the Wage Orders. The Wage Orders require an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay" for work in excess of 8 hours per workday and/or in excess of 40 hours of work in the workweek. Defendants caused Plaintiffs to work overtime hours but did not compensate Plaintiffs or members of the Overtime Class with one and one-half times their regular rate of pay for such hours.

34. The foregoing policies and practices are unlawful and create an entitlement to recovery by Plaintiffs and members of the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 204, 210, 216, 510, 1194, and 1198; and Code

of Civil Procedure § 1021.5.

**THIRD CAUSE OF ACTION**

**MEAL PERIOD VIOLATIONS**

**(AGAINST ALL DEFENDANTS)**

35. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

36. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiffs and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and the Wage Orders. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiffs and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

37. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7 and 512, and the Wage Orders, including interest thereon, statutory penalties, civil penalties, and costs of suit.

**FOURTH CAUSE OF ACTION**

**REST PERIOD VIOLATIONS**

**(AGAINST ALL DEFENDANTS)**

38. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

40. As alleged herein, Defendants failed to authorize and permit Plaintiffs and members of the Rest Period Class to take all required rest periods.

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

## FIFTH CAUSE OF ACTION

## FAILURE TO REIMBURSE EMPLOYEES FOR NECESSARY BUSINESS EXPENDITURES

## (AGAINST ALL DEFENDANTS)

42. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

43. Based on information and belief, Defendants required Plaintiffs and members of the Employee Expense Class to use their personal cellular phones and personal vehicles but failed to provide adequate reimbursement.

44. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

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

46. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, and the Wage Orders, Plaintiffs and members of the Employee Expense Class were damaged in sums, which will be shown according to proof.

47. Plaintiffs and members of the Employee Expense Class are entitled to attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

48. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiffs and members of the Employee Expense Class are entitled to interest, which shall accrue from the date on which they incurred the necessary expenditure.

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## SIXTH CAUSE OF ACTION

## WAGE STATEMENT VIOLATIONS

## (AGAINST ALL DEFENDANTS)

49. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

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

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

## SEVENTH CAUSE OF ACTION

## WAITING TIME PENALTIES

## (AGAINST ALL DEFENDANTS)

53. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

54. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee, or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said

employee's last date of employment.

55. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them at their separation from employment, including all minimum and overtime wages, and meal and rest period premium wages.

56. Further, Plaintiffs are informed and believe, and based thereon allege, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiffs and members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203.

57. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiffs and the members of the Waiting Time Class their earned wages upon separation from employment results in a continued payment of wages up to thirty days from the time the wages were due.

58. Therefore, Plaintiffs and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

## **EIGHTH CAUSE OF ACTION**

## **UNFAIR COMPETITION**

## **(AGAINST ALL DEFENDANTS)**

59. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

60. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of Business & Professions Code § 17200 *et seq*., by: (a) failing to pay Plaintiffs and members of the Minimum Wage Class all minimum wages; (b) failing to pay Plaintiffs and members of the Overtime Class all overtime wages; (c) failing to provide Plaintiffs and members of the Meal Period Class with all meal periods to which they are entitled, and/or failing to pay them meal period premium payments; (d) failing to authorize and permit all required duty-free rest periods to Plaintiffs and members of the Rest Period Class, and/or failing to pay them rest period premiums payments; (e) knowingly failing to furnish Plaintiffs and the Wage Statement Class with all accurate and complete, itemized wage statements

in violation of Labor Code § 226; (g) failing to provide adequate reimbursement for all reasonable and necessary business expenditures; and (h) failing to timely pay all wages owed upon separation to Plaintiffs and members of the Waiting Time Class.

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

62. Because Plaintiffs victims of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiffs, for themselves and on behalf of the members of the Classes, seek full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

63. The acts complained of herein occurred within the last four years immediately preceding the filing of the Plaintiffs' Complaint.

64. Plaintiffs were compelled to retain the services of counsel to file this Complaint to protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and costs, which they are entitled to recover under Code of Civil Procedure § 1021.5.

## NINTH CAUSE OF ACTION

## PRIVATE ATTORNEYS GENERAL ACT

## (AGAINST ALL DEFENDANTS)

65. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

66. Defendants have committed several Labor Code violations against Plaintiffs, members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq*., acting on behalf of themselves and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiffs, the members of the Classes, other aggrieved employees, and the State

of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) $100.00 for each initial violation for each failure to pay each employee and $200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $50.00 for each initial violation and $100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) $100.00 for each initial violation and $250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) $100.00 for each initial violation and $200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 204, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198;

b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 210, 510, 558, 1194, and 1198;

c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;

d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;

e. Failing to reimburse Plaintiff, the Employee Expense Class, and other aggrieved employees for all necessary business expenses incurred in violation of Labor Code §§ 1198, 2802 and 2804;

f. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code §§ 226 and 226.3;

g. Failing to timely pay all final wages and compensation earned by Plaintiff, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;

h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and

i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1198.

67. On June 3, 2019, December 10, 2019, April 18, 2022, June 28, 2023, March 7, 2024 and January 29, 2025, Plaintiffs notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the California Labor Code and Plaintiffs' intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq*. with respect to the violations of the California Labor Code identified in Paragraph 66 (a)-(i). Now that sixty-five days have passed from Plaintiffs notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiffs have exhausted their administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

68. Based on the foregoing, Plaintiffs seek to represent themselves and all Aggrieved Employees, as defined by Labor Code § 2699(c).

69. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys' fees and costs, which they are entitled to receive under California Labor Code § 2699(g).

**PRAYER**

WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;

2. For an order appointing Plaintiffs as representatives of the Classes;

3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;

4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;

5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;

6. Upon the Third Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 226 *et seq*.;

10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201- 203;

11. Upon the Eighth Cause of Action, for restitution to Plaintiffs and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Bus. & Prof. Code § 17200, *et seq*.;

12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiffs, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) $100.00 for each initial violation for each failure to pay each employee and $200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $50.00 for each initial violation and $100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) $100.00 for each initial

violation and $250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) $100.00 for each initial violation and $200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in Paragraph 66 (a)-(i);

13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226, 1194, 2802(c), and 2699(g); and Code of Civil Procedure § 1021.5; and

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

Dated: February 19, 2025

Respectfully submitted,
HAINES LAW GROUP, APC
THE MEYERS LAW GROUP, A.P.C.
TEUKOLSKY LAW, APC
Lebe Law, APLC

By: ______________________
Paul K. Haines
Attorneys for Plaintiffs

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a jury trial with respect to all issues triable by jury.

Dated: February 19, 2025

Respectfully submitted,
HAINES LAW GROUP, APC
THE MEYERS LAW GROUP, A.P.C.
TEUKOLSKY LAW, APC
Lebe Law, APLC

By: ______________________
Paul K. Haines
Attorneys for Plaintiffs

**PROOF OF SERVICE**

*Deloris Ward v. Horrigan Cole Enterprises, Inc., et al.*

Los Angeles County Superior Court Case No. 24STCV06626

STATE OF CALIFORNIA )<br>) ss.<br>COUNTY OF LOS ANGELES )

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is **[X]** 2155 Campus Drive, Suite 180, El Segundo, El Segundo, California 90245.

On March 4, 2025, I served the foregoing document(s) described as:

**CONSOLIDATED SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

on the interested party(ies) in this action as follows:

Shaye Schrick, Esq.<br>Alyssa C. Malinoski, Esq.<br>Tanner G. Ary, Esq.<br>DELFINO MADDEN O'MALLEY COYLE & KOEWLER LLP<br>500 Capitol Mall, Suite 1550<br>Sacramento, CA 95814<br>Email: sschrick@delfinomadden.com<br>amalinoski@delfinomadden.com<br>tary@delfinomadden.com<br>Attorneys for Defendants HORRIGAN COLE ENTERPRISES, INC., dba COLE VOCATIONAL SERVICES, UNLIMITED QUEST, INC., NATIONAL MENTOR HEALTHCARE, LLC, NATIONAL MENTOR, LLC, and NATIONAL MENTOR HOLDINGS, LLC

**[X]** (VIA ELECTRONIC MAIL) I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses listed above by transmission to CASE ANYWHERE.

**[X]** (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 4, 2025, at El Segundo, California.

Aaron Clark<br>Aaron Clark