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Superior Court of California
County of Los Angeles

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Individually and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

Kristina Dubberke, Guadalupe Izaguirre, and
Hailie Brennand, Individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

Behavioral Learning Center, Inc.; Stepping
Stones Autism Services Group LLC; and
Does 1 through 100, inclusive,

Defendants.

Case No.: 23STCV14497

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks;
5. Failure to Provide Accurate, Itemized Wage Statements;
6. Failure to Reimburse for Business Expenses;
7. Breach of Contract;
8. Promissory Estoppel;
9. Failure to Pay Wages Upon Separation of Employment and Within the Required Time;
10. Enforcement of Labor Code § 2698 *et seq.* ("PAGA"); and
11. Violation of Business and Professions Code §§ 17200, *et seq.*

Jury Trial Demanded

1 Plaintiffs Kristina Dubberke, Guadalupe Izaguirre, and Hailie Brennand, individually
2 and on behalf of others similarly situated and as Private Attorney Generals on behalf of the
3 State of California, allege as follows:

4 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

5 1. Plaintiffs Kristina Dubberke, Guadalupe Izaguirre, and Hailie Brennand
6 (“Plaintiffs”) bring this putative class action against Defendants Behavioral Learning Center,
7 Inc., Stepping Stones Autism Services Group LLC, and Does 1 through 100, inclusive
8 (collectively, “Defendants”), on behalf of herself individually and a putative class of non-
9 exempt employees employed by Defendants throughout California.

10 2. Defendant Stepping Stones Autism Services Group LLC is a Delaware limited
11 liability company that conducts business in and employs residents of California.

12 3. Defendant Behavioral Learning Center, Inc. is a California corporation that
13 conducts business in and employs residents of California.

14 4. Through this action, Plaintiffs allege that Defendants have engaged in a
15 systematic pattern of wage and hour violations under the California Labor Code and Industrial
16 Welfare Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate
17 unfair competition.

18 5. Plaintiffs are informed and believe, and thereon allege, that Defendants have
19 increased their profits by violating state wage and hour laws by, among other things:

- 20 (a) Failing to pay all wages for all hours worked, including minimum and
21 overtime wages;
- 22 (b) Failing to provide meal periods or compensation in lieu thereof;
- 23 (c) Failing to authorize or permit rest breaks or provide compensation in lieu
24 thereof;
- 25 (d) Failing to provide accurate, itemized wage statements;
- 26 (e) Failing to reimburse all reasonable and necessary business expenses; and
- 27 (f) Failing to pay all wages due upon separation of employment.

28 6. Plaintiffs bring this lawsuit seeking monetary relief against Defendants on

1 behalf of herself and all others similarly situated in California to recover, among other things,
2 unpaid wages and benefits, interest, attorneys' fees, costs and expenses and penalties pursuant
3 to Cal. Labor Code §§ 201, 202, 203, 210, 226.7, 510, 511, 512, 1182.12 1194, 1194.2, 1197,
4 1198, 2800, and 2802.

5 **JURISDICTION AND VENUE**

6 7. This is a class action, pursuant to California Code of Civil Procedure § 382.
7 The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdictional
8 limits of the Superior Court and will be established according to proof at trial.

9 8. This Court has jurisdiction over this action pursuant to the California
10 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all
11 causes except those given by statutes to other courts. The statutes under which this action is
12 brought do not specify any other basis for jurisdiction.

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

18 10. Venue is proper in this Court because, upon information and belief, Defendants
19 reside, transact business, or have offices in this county and the acts and omissions alleged
20 herein took place in this county.

21 **THE PARTIES**

22 11. Plaintiffs are citizens of California. Plaintiffs are/were employed by
23 Defendants as a Behavioral Technician during the Class Period in California.

24 12. Plaintiffs are informed and believe, and thereon allege, that Defendants at all
25 times hereinafter mentioned, were and are employers as defined in and subject to the Labor
26 Code and IWC Wage Orders, whose employees were and are engaged throughout this county
27 and the State of California.

28 13. Plaintiffs are unaware of the true names or capacities of the Defendants sued

1 herein under the fictitious names DOES 1 through 100 but will seek leave of this Court to
2 amend this Complaint and serve such fictitiously named Defendants once their names and
3 capacities become known.

4 14. Plaintiffs are informed and believe, and thereon allege, that each Defendant
5 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a
6 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
7 Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all
8 respects acted as the employer and/or joint employer of Plaintiffs and the Class Members.

9 15. Plaintiffs are informed and believe, and thereon allege, that each and all of the
10 acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or
11 DOES 1 through 100, acting as the agent or alter ego for the other, with legal authority to act
12 on the other's behalf. The acts of any and all Defendants were in accordance with, and
13 represent, the official policy of Defendants.

14 16. At all relevant times, Defendants, and each of them, acted within the scope of
15 such agency or employment, or ratified each and every act or omission complained of herein.
16 At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions
17 of each and all the other Defendants in proximately causing the damages herein alleged.

18 17. Plaintiffs are informed and believe, and thereon allege, that each of said
19 Defendants are in some manner intentionally, negligently or otherwise responsible for the
20 acts, omissions, occurrences and transactions alleged herein.

21 **CLASS ACTION ALLEGATIONS**

22 18. Plaintiffs bring this action under Code of Civil Procedure § 382 on behalf of
23 himself and all others similarly situated who were affected by Defendants' Labor Code,
24 Business and Professions Code §§ 17200 and IWC Wage Order violations.

25 19. All claims alleged herein arise under California law for which Plaintiffs seeks
26 relief authorized by California law.

27 20. Plaintiffs' proposed classes consists of and is defined as follows:
28

1 California Labor Class

2 All current or former non-exempt California employees of Defendants from
3 four years and 179 days preceding the filing of the original Complaint.¹

4 21. Plaintiffs also seeks to certify the following Subclass of employees:

5 Waiting Time Subclass

6 All members of the Class who separated their employment from Defendants from
7 three years plus 178 days before the filing of the original complaint to the date of trial.

8 22. Members of the California Labor Class described above will be collectively
9 referred to as “Labor Class Members.” Plaintiffs reserves the right to establish subclasses, or
10 modify any Class or Subclass definition, as appropriate based on investigation, discovery and
11 specific theories of liability.

12 23. This action has been brought and may properly be maintained as a class action
13 under the California Code of Civil Procedure § 382 because there are common questions of
14 law and fact as to the Class that predominate over questions affecting only individual members
15 including, but not limited to:

16 (a) Whether Defendants failed to compensate Plaintiffs and Labor Class Members
17 to work off-the-clock, resulting in a failure to pay all minimum wages and
18 overtime wages;

19 (b) Whether Defendants deprived Plaintiffs and Labor Class Members of
20 compliant meal periods or required Plaintiffs and Labor Class Members to
21 work through meal periods without compensation;

22 (c) Whether Defendants deprived Plaintiffs and Class Members of compliant rest
23 breaks;

24 (d) Whether Defendants deprived Plaintiffs and Labor Class Members of accurate,
25 itemized wage statements;

26
27
28 ¹ The statutes of limitations for this matter were tolled for 179 days pursuant to Cal. Rules of
Court, Appendix I, Emergency Rule No. 9.

- 1 (e) Whether Defendants required Plaintiffs and Labor Class Members to use their
2 personal cellular phones for work purposes and then failed to reimburse
3 Plaintiffs and Labor Class Members for a reasonable percentage of these costs,
4 resulting in failure to reimburse Plaintiffs and Labor Class Members for all
5 business expenses necessarily incurred in their duties;
- 6 (f) Whether Defendants failed to pay Plaintiffs and Class Members all wages due
7 upon separation of employment; and
- 8 (g) Whether Defendants engaged in unfair business practices in violation of
9 Business & Professions Code §§ 17200, *et seq.*

10 24. There is a well-defined community of interest in this litigation and the
11 California Labor Class are readily ascertainable:

12 (a) Numerosity: The members of the California Labor Class so numerous
13 that joinder of all members is impractical. Although the members of
14 the California Class are unknown to Plaintiffs at this time, on
15 information and belief, the total number of individuals who make up
16 the California Labor Class are estimated to be greater than 100
17 individuals. The identities of the California Labor Class are readily
18 ascertainable by inspection of Defendants' employment and payroll
19 records.

20 (b) Typicality: The claims (or defenses, if any) of Plaintiffs are typical of
21 the claims (or defenses, if any) of the California Labor Class because
22 Defendants' failure to comply with the provisions of California wage
23 and hour laws entitled each class member to similar pay, benefits and
24 other relief. The injuries sustained by Plaintiffs are also typical of the
25 injuries sustained by the California Labor Class because they arise out
26 of and are caused by Defendants' common course of conduct as alleged
27 herein.

28 (c) Adequacy: Plaintiffs are qualified to and will fairly and adequately

1 represent and protect the interests of all members of the California
2 Labor Class and because it is in her best interest to prosecute the claims
3 alleged herein to obtain full compensation and penalties due to her and
4 the California Labor Class. Plaintiffs' attorneys, as proposed class
5 counsel, are competent and experienced in litigating large employment
6 class actions and are versed in the rules governing class action
7 discovery, certification and settlement. Plaintiffs have incurred and,
8 throughout the duration of this action, will continue to incur attorneys'
9 fees and costs that have been and will be necessarily expended for the
10 prosecution of this action for the substantial benefit of each class
11 member.

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

19 (e) Public Policy Considerations: Employers in the State of California and
20 other states violate employment, labor, and consumer protection laws
21 every day. Current employees are often afraid to assert their rights out
22 of fear of direct or indirect retaliation. Former employees are fearful
23 of bringing actions because they believe their former employers might
24 damage their future endeavors through negative references and/or other
25 means. Class actions provide the class members who are not named in
26 the complaint with a type of anonymity that allows for the vindication
27 of their rights at the same time as affording them privacy protections.

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1 **GENERAL ALLEGATIONS**

2 25. At all relevant times mentioned herein, Defendants employed Plaintiffs and
3 other persons as non-exempt employees.

4 26. Plaintiffs were employed in a non-exempt position by Defendants.

5 27. Defendants continue to employ non-exempt employees throughout California.

6 28. Plaintiffs are informed and believe, and thereon allege, that at all times herein
7 mentioned, Defendants were advised by skilled lawyers, employees and other professionals
8 who were knowledgeable about California's wage and hour laws, employment and personnel
9 practices and the requirements of California law.

10 29. Plaintiffs are informed and believe, and thereon allege, that Defendants knew
11 or should have known that Plaintiffs and Labor Class Members were entitled to receive wages
12 for all hours worked and that they were not receiving all wages earned for work that was
13 required to be performed. In violation of the Labor Code and IWC Wage Orders, Plaintiffs
14 and Labor Class Members were not paid wages (including minimum wages and overtime
15 wages) when Defendants required Plaintiffs and Labor Class Members to work off-the-clock,
16 for example, completing mandatory administrative tasks such as logging client behaviors,
17 converting time, filling out tickets on Zendesk and similar applications, as well as during meal
18 periods.

19 30. Plaintiffs are informed and believe, and thereon allege, Defendants failed to
20 pay Plaintiffs and Labor Class members all overtime and double-time and the proper regular
21 rate of pay by failing to include all compensation, including bonuses and shift differentials
22 when calculating employees' regular rate of pay. Additionally, Defendants failed to pay
23 employees raises contractually offered by Defendants and accepted by employees via
24 performance, resulting in constant underpayment of wages to Labor Class members.

25 31. Plaintiffs are informed and believe, and thereon allege, Defendants failed to
26 provide Plaintiffs and Labor Class Members timely, uninterrupted, off-duty meal periods of
27 no less than thirty minutes for each period of five hours worked. Plaintiffs and Labor Class
28 Members would also often be required to work through meal periods or would be otherwise

1 interrupted during their meal period. Further, on information and belief, Plaintiffs and Labor
2 Class Members did not waive their right to receive meal periods, including second meal
3 periods on eligible shifts. These policies, among others, have resulted in a denial of these
4 employees' rights to 30-minute meal periods in violation of California law.

5 32. Plaintiffs are informed and believe, and thereon allege, that Defendants knew
6 or should have known that Plaintiffs and Labor Class Members were entitled to receive all
7 required meal periods or payment of one (1) additional hour of pay at Plaintiffs and Labor
8 Class Members' regular rate of pay when they did not receive a timely meal period. In
9 violation of the Labor Code and IWC Wage Orders, Plaintiffs and Labor Class Members did
10 not receive all timely meal periods or payment of one (1) additional hour of pay at Plaintiffs'
11 and Labor Class Members' regular rate of pay when they did not receive a timely,
12 uninterrupted meal period.

13 33. Upon information and belief, Defendants failed to provide Plaintiffs and Labor
14 Class Members timely, uninterrupted, on-the-clock rest period of no less than ten minutes for
15 every four hours worked, or every major fraction thereof. Defendants also routinely failed to
16 provide Plaintiffs and Labor Class Members with a second rest period for shifts lasting longer
17 than six hours, or a third rest period for shifts lasting longer than ten hours. These policies,
18 among others, have resulted in a denial of these employees' rights to a ten-minute rest period
19 in violation of California law.

20 34. Plaintiffs are informed and believe, and thereon allege, that Defendants knew
21 or should have known that Plaintiffs and Labor Class Members were entitled to receive all
22 rest breaks or payment of one (1) additional hour of pay at Plaintiffs and Labor Class
23 Members' regular rate of pay when a rest break was missed. In violation of the Labor Code
24 and IWC Wage Orders, Plaintiffs and Labor Class Members did not receive all rest breaks or
25 payment of one (1) additional hour of pay at Plaintiffs and Labor Class Members' regular rate
26 of pay when a rest break was missed.

27 35. Plaintiffs are informed and believe, and thereon allege, Defendants failed to
28 relinquish control over Plaintiffs and Labor Class Members during meal and rest breaks by

1 requiring they spend their breaks commuting to their next jobsite, and/or remain on premises
2 and available to respond as needed. Plaintiffs allege that Defendants' practice of requiring
3 employees to remain on-premises and available to respond to their clients or phones
4 constitutes a failure to authorize and permit meal and rest breaks pursuant to the Labor Code
5 and applicable IWC Wage Order.

6 36. Plaintiffs are informed and believe, and thereon allege, that Defendants knew
7 or should have known that Plaintiffs and Labor Class Members were entitled to receive
8 itemized wage statements that accurately showed their gross and net wages earned, inclusive
9 dates of pay periods, total hours worked, the correct name of their legal employer, and all
10 applicable hourly rates in effect and the number of hours worked at each hourly rate in
11 accordance with California law. In violation of the Labor Code, Plaintiffs and Labor Class
12 Members were not provided with accurate itemized wage statements.

13 37. Plaintiffs are informed and believe, and thereon allege, that Defendants failed
14 to provide Plaintiffs and other Labor Class Members with itemized wage statements which
15 would allow employees to promptly and easily determine, for instance, all applicable hourly
16 rates in effect during the pay period and the corresponding number of hours worked at each
17 hourly rate by the employee.

18 38. Plaintiffs are informed and believe, and thereon allege, that Defendants knew
19 or should have known that they had a duty to indemnify Plaintiffs and Labor Class Members
20 for all necessary expenditures or losses incurred in the discharge of their duties, including, for
21 example, Plaintiffs and Labor Class Members' cellular phone expenses as it related to their
22 employment. In violation of the Labor Code, Defendants did not indemnify Plaintiffs and
23 Labor Class Members for the necessary expenses they incurred in the discharge of their duties.

24 39. Plaintiffs are informed and believe, and thereon allege, that Defendants knew
25 or should have known they had a duty to compensate Plaintiffs and Labor Class Members,
26 and Defendants had the financial ability to pay such compensation but willfully, knowingly
27 and intentionally failed to do so all in order to increase Defendants' profits.

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY MINIMUM WAGES**

3 **(Violation of Cal. Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage**
4 **Order)**

5 40. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above
6 as though fully set forth herein.

7 41. Cal. Labor Code Sections 1194 and 1197 provide that the minimum wage for
8 employees fixed by the IWC is the minimum wage to be paid to employees, and the payment
9 of a lesser wage than the minimum so fixed is unlawful.

10 42. During the relevant time period, Defendants paid Plaintiffs and Labor Class
11 Members less than minimum wages when Defendants required Plaintiffs and Labor Class
12 Members to work off-the-clock.

13 43. During the relevant time period, Defendants regularly failed to pay at least
14 minimum wages to Plaintiffs and Labor Class Members for all hours worked pursuant to Cal.
15 Labor Code Sections 1194 and 1197.

16 44. Defendants' failure to pay Plaintiffs and Labor Class Members the required
17 minimum wages violate Labor Code 1194 and 1197. Pursuant to these sections, Plaintiffs and
18 Labor Class Members are entitled to recover the unpaid balance of their minimum wage
19 compensation as well as interest, costs and attorneys' fees.

20 45. Pursuant to Labor Code Section 1194.2, Plaintiffs and Labor Class Members
21 are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid
22 and interest thereon.

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY OVERTIME WAGES**

25 **(Violation of Cal. Labor Code §§ 510, 1194 and 1198; Violation of IWC Wage Order)**

26 46. Cal. Labor Code Section 1198 and the applicable IWC Wage Order provide
27 that it is unlawful to employ persons without compensating them at a rate of pay either one
28 and one-half or two times the person's regular rate of pay, depending on the number of hours

1 worked by the person on a daily or weekly basis.

2 47. Pursuant to Cal. Labor Code Sections 510 and 1194, during the relevant time
3 period, Defendants were required to compensate Plaintiffs and Labor Class Members for all
4 overtime hours worked, calculated at one and one-half (1½) times the regular rate of pay for
5 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week and for
6 the first eight (8) hours of the seventh consecutive work day, with double time after eight (8)
7 hours on the seventh day of any work week, or after twelve (12) hours in any work day.

8 48. Plaintiffs and Labor Class Members were non-exempt employees entitled to
9 the protections of Cal. Labor Code Section 510 and 1194.

10 49. During the relevant time period, Defendants failed to pay Plaintiffs and Labor
11 Class Members overtime and double-time wages when Defendants required Plaintiffs and
12 Labor Class Members to work off-the-clock, for example, during meal periods. As Plaintiffs
13 and Labor Class Members worked shifts of eight hours or more, this unpaid time qualified for
14 overtime premium payment.

15 50. During the relevant time period, Defendants also failed to pay Plaintiffs and
16 Labor Class Members all overtime and double-time wages due at the proper regular rate of
17 pay by failing to include all compensation.

18 51. In violation of state law, Defendants have knowingly and willfully refused to
19 perform their obligations and compensate Plaintiffs and Labor Class Members for all wages
20 earned as alleged above.

21 52. Defendants' failure to pay Plaintiffs and Labor Class Members the unpaid
22 balance of overtime compensation, as required by California law, violates the provisions of
23 Cal. Labor Code Sections 510 and 1198, and is therefore unlawful.

24 53. Pursuant to Labor Code Section 1194, Plaintiffs and Labor Class Members are
25 entitled to recover their unpaid overtime compensation as well as interest, costs and attorneys'
26 fees.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

3 **(Violation of Cal. Labor Code §§ 226.7 and 512; Violation of IWC Wage Order)**

4 54. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above
5 as though fully set forth herein.

6 55. Cal. Labor Code Section 226.7 provides that no employer shall require an
7 employee to work during any meal period mandated by the IWC Wage Orders.

8 56. Section 11 of the applicable IWC Wage Order states, “no employer shall
9 employ any person for a work period of more than five (5) hours without a meal period of not
10 less than 30 minutes, except that when a work period of not more than six (6) hours will
11 complete the day’s work the meal period may be waived by mutual consent of the employer
12 and the employee.”

13 57. Cal. Labor Code Section 512(a) provides that an employer may not require,
14 cause or permit an employee to work for a period of more than five (5) hours per day without
15 providing the employee with an uninterrupted meal period of not less than thirty (30) minutes,
16 except that if the total work period per day of the employee is not more than six (6) hours, the
17 meal period may be waived by mutual consent of both the employer and the employee.

18 58. Labor Code Section 512(a) also provides that an employer may not employ an
19 employee for a work period of more than ten (10) hours per day without providing the
20 employee with a second meal period of not less than thirty (30) minutes, except that if the
21 total hours worked is no more than twelve (12) hours, the second meal period may be waived
22 by mutual consent of the employer and the employee only if the first meal period was not
23 waived.

24 59. During the relevant time period, Plaintiffs and Labor Class Members did not
25 receive compliant meal periods for each five hours worked per day.

26 60. Cal. Labor Code Section 226.7(b) and section 11 of the applicable IWC Wage
27 Order require an employer to pay an employee one additional hour of pay for each workday
28 that a meal period is not provided.

1 61. At all relevant times, Defendants often failed to pay Plaintiffs and Labor Class
2 Members meal period premiums for meal period violations, at the regular rate of pay including
3 all non-discretionary bonuses, pursuant to Labor Code Section 226.7(b) and section 11 of the
4 applicable IWC Wage Order.

5 62. As a result of Defendants' failure to pay Plaintiffs and Labor Class Members
6 an additional hour of pay for each day a meal period was not provided, Plaintiffs and Labor
7 Class Members suffered and continue to suffer a loss of wages and compensation.

8 **FOURTH CAUSE OF ACTION**

9 **FAILURE TO PERMIT REST BREAKS**

10 **(Violation of Cal. Labor Code §§ 226.7; Violation of IWC Wage Order)**

11 63. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above
12 as though fully set forth herein.

13 64. Cal. Labor Code Section 226.7(a) provides that no employer shall require an
14 employee to work during any rest period mandated by the IWC Wage Orders.

15 65. Section 12 of the applicable IWC Wage Order states "every employer shall
16 authorize and permit all employees to take rest periods, which insofar as practicable shall be
17 in the middle of each work period" and the "authorized rest period time shall be based on the
18 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
19 fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

20 66. During the relevant time period, Plaintiffs and Labor Class Members did not
21 receive a ten (10) minute rest period for every four (4) hours or major fraction thereof worked.
22 Defendants routinely failed to provide Plaintiffs and Labor Class Members with a second rest
23 period for shifts lasting eight hours or longer, or a third rest period for shifts lasting twelve
24 hours or longer.

25 67. Labor Code Section 226.7(b) and section 12 of the applicable IWC Wage
26 Order requires an employer to pay an employee one additional hour of pay at the employee's
27 regular rate of compensation for each workday that the rest period is not provided.

28 68. At all relevant times, Defendants failed to pay Plaintiffs and Labor Class

Members all rest period premiums at their regular rate of compensation, including all non-discretionary bonuses, due for rest period violations pursuant to Labor Code Section 226.7(b) and section 12 of the applicable IWC Wage Order.

69. As a result of Defendants' failure to pay Plaintiffs and Labor Class Members an additional hour of pay for each day a rest period was not provided, Plaintiffs and Labor Class Members suffered and continue to suffer a loss of wages and compensation.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Cal. Labor Code § 226; Violation of IWC Wage Order)

70. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

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

72. During the relevant time period, Defendants have knowingly and intentionally failed to comply with Cal. Labor Code Section 226(a) on wage statements that were provided to Plaintiffs and Labor Class Members. The deficiencies include, among other things, the failure to correctly state the gross and net wages earned, the correct name of Plaintiffs' and Labor Class Members' legal employer, and all applicable hourly rates in effect and the number of hours worked at each hourly rate by Plaintiffs and Labor Class

1 Members.

2 73. Additionally, wage statements provided to Plaintiffs and Labor Class
3 Members confusingly broke out overtime and double time paid into multiple separate
4 categories, preventing employees from easily determining necessary information such as all
5 applicable hourly rates in effect during the pay period and the corresponding number of
6 hours worked at each hourly rate by the employee per Cal. Labor Code
7 Section 226(e)(2)(B).

8 74. As a result of Defendants' violation of Cal. Labor Code Section 226(a),
9 Plaintiffs and Labor Class Members have suffered injury and damage to their statutorily
10 protected rights. Specifically, Plaintiffs and Labor Class Members have been injured by
11 Defendants' intentional violation of California Labor Code Section 226(a) because they
12 were denied both their legal right to receive, and their protected interest in receiving,
13 accurate itemized wage statements under California Labor Code Section 226(a). Plaintiffs
14 have had to file this lawsuit in order to determine the extent of the underpayment of wages,
15 thereby causing Plaintiffs to incur expenses and lost time. Plaintiffs would not have had to
16 engage in these efforts and incur these costs had Defendants provided the accurate wages
17 earned. This has also delayed Plaintiffs' ability to demand and recover the underpayment
18 of wages from Defendants.

19 75. California Labor Code Section 226(a) requires an employer to pay the
20 greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a
21 violation occurred, and one hundred dollars (\$100.00) per employee for each violation in
22 subsequent pay periods, plus attorney's fees and costs, to each employee who was injured
23 by the employer's failure to comply with California Labor Code Section 226(a).

24 76. Defendants' violations of California Labor Code Section 226(a) prevented
25 Plaintiffs and Labor Class Members from knowing, understanding and disputing the wages
26 paid to them, and resulted in an unjustified economic enrichment to Defendants. As a result
27 of Defendants' knowing and intentional failure to comply with California Labor Code
28 Section 226(a), Plaintiffs and Labor Class Members have suffered an injury, and the exact

1 amount of damages and/or penalties is all in an amount to be shown according to proof at
2 trial.

3 77. Plaintiffs and Labor Class Members are also entitled to injunctive relief
4 under California Labor Code Section 226(h), compelling Defendants to comply with
5 California Labor Code Section 226 and seek the recovery of attorneys' fees and costs
6 incurred in obtaining this injunctive relief.

7 **SIXTH CAUSE OF ACTION**

8 **FAILURE TO REIMBURSE ALL BUSINESS EXPENSES**

9 **(Violation of Cal. Labor Code §§ 2800, 2802)**

10 78. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above
11 as though fully set forth herein.

12 79. Cal. Labor Code Section 2800 provides, in pertinent part, "[a]n employer shall
13 in all cases indemnify his employee for losses caused by the employer's want of ordinary
14 care."

15 80. Cal. Labor Code Section 2802 provides, in pertinent part, "[a]n employer shall
16 indemnify his or her employee for all necessary expenditures or losses incurred by the
17 employee in direct consequence of the discharge of his or her duties..."

18 81. Further, Labor Code Section 2802 additionally provides, in pertinent part:
19 "(c)...the term 'necessary expenditures or losses' shall include all reasonable costs, including
20 but not limited to, attorney's fees incurred by the employee enforcing the rights granted by
21 this section."

22 82. During the relevant time period, Defendants required Plaintiffs and Labor
23 Class Members to use their own cellular phones in the discharge of their duties but were not
24 reasonably compensated for these expenses.

25 83. During the relevant time period, Defendants were required to indemnify and
26 reimburse Plaintiffs and Labor Class Members for all expenditures or losses caused by the
27 employer's want of ordinary care and/or incurred in direct consequent of the discharge of their
28

1 duties but failed to indemnify and reimburse Plaintiffs and Labor Class Members in violation
2 of Labor Codes Sections 2800 and 2802.

3 84. As a direct and proximate result, Plaintiffs and Labor Class Members have
4 suffered, and continue to suffer, substantial losses, related to the use and enjoyment of such
5 monies to be reimbursed, lost interest on such monies, and expenses and attorney's fees in
6 seeking to compel Defendants to fully perform their obligations under California law, all to
7 their damage in amounts according to proof at the time of trial.

8 **SEVENTH CAUSE OF ACTION**

9 **BREACH OF CONTRACT**

10 85. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above
11 as though fully set forth herein.

12 86. On or about July 20, 2022, Defendants emailed to Plaintiffs and other
13 employees an offer titled "Behavior Technician Pay Adjustments," regarding a program stated
14 to be "effective on the closest payroll date to August 1, 2022." A true and correct copy of this
15 email is attached hereto as **Exhibit A**. This offer stated that "BTs [Behavioral Technicians]
16 in California are eligible to earn a \$0.25 increase in hourly rate for every 250 billable hours
17 worked," and that the "[r]aise will go into effective [sic] the first full pay period of the
18 subsequent month."

19 87. Furthermore, the offer stated that "all Behavioral Technicians currently
20 serving with [Defendants]" would receive a "one-time true-up," "[f]or example, if a BT was
21 hired at \$18 per hour, and today still has an \$18 hourly rate, and has worked 500 billable hours
22 in California, on August 1, 2022, that BT's hourly rate will move up to \$18.50 per hour. The
23 offer also stated "[e]arn a degree (Bachelor's or Master's in a related field while employed
24 with us and increase your hourly rate," offering a "\$1.00 pay increase" for a Bachelor's
25 Degree and a "[r]ate increase to be determined by your Clinical Manager and Senior Regional
26 Clinical Director" for a Master's Degree.

27 88. Plaintiffs are informed and believe, and thereon allege, that despite themselves
28 and other employees accepting this offer via rendering performance by working 250+ billable

1 hours and/or earning relevant degrees during the relevant period, Defendant failed to perform
2 its end of the bargain and did not provide the raises offered, in some cases even lowering
3 employee pay after they performed the act constituting their acceptance.

4 89. Accordingly, Plaintiffs allege Defendants breached their contract with
5 Plaintiffs and other employees by failing to perform their end of the bargain after Plaintiffs
6 and other employees accepted the offer by conduct.

7 **EIGHTH CAUSE OF ACTION**

8 **PROMISSORY ESTOPPEL**

9 90. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above
10 as though fully set forth herein.

11 91. Plaintiffs are informed and believe, and thereon allege, that Defendants' July
12 20, 2022 email constituted a promise which Defendant should have reasonably expected to
13 induce Plaintiffs and other employees to continue their employment with Defendants, bill the
14 requisite hours, and earn the requisite degrees, and which did induce Plaintiffs and other
15 employees to continue working for Defendants, bill the requisite hours, and earn the requisite
16 degrees. Plaintiffs alleges injustice may only be avoided by enforcing Defendants' promised
17 pay raises to Plaintiffs and other employees.

18 92. Accordingly, Plaintiffs allege Defendants' promises made in their July 20,
19 2022 email must be enforced because Defendants reasonably should have expected the
20 promises to induce Plaintiffs and other employees to such action or forbearance, the promises
21 did induce Plaintiffs and other employees to perform such action or forbearance, and injustice
22 can only be avoided by enforcing Defendants' promise.

23 **NINTH CAUSE OF ACTION**

24 **FAILURE TO PAY WAGES UPON SEPARATION OF EMPLOYMENT AND**

25 **WITHIN THE REQUIRED THE REQUIRED TIME**

26 **(Violation of Labor Code §§ 201, 202, 203 and 210; Violation of the IWC Wage Order)**

27 93. Plaintiffs hereby re-allege and incorporate by reference the previous
28 paragraphs, as though fully set forth herein.

1 94. California Labor Code §§ 201 and 202 provide that if an employer discharges
2 an employee, the wages earned and unpaid at the time of discharge are due and payable
3 immediately, and that if an employee voluntarily leaves his or her employment, his or her
4 wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
5 the employee has given seventy-two (72) hours previous notice of his or her intention to
6 quit, in which case the employee is entitled to his or her wages at the time of quitting.

7 95. During the relevant time period, Defendants willfully failed to pay Plaintiffs
8 and Waiting Time Subclass Members all their earned wages and commissions due upon
9 termination including, but not limited to, minimum wages, either at the time of discharge or
10 within seventy-two (72) hours of their leaving Defendants' employ.

11 96. Defendants' failure to pay Plaintiffs and Waiting Time Subclass Members all
12 their earned wages at the time of discharge or within seventy-two (72) hours of their leaving
13 Defendants' employ is in violation of California Labor Code §§ 201 and 202.

14 97. California Labor Code § 203 provides that if an employer willfully fails to
15 pay wages owed promptly upon discharge or resignation as required under California Labor
16 Code §§ 201 and 202, then the wages of the employee shall continue as a penalty from the
17 due date, and at the same rate until paid or until an action is commenced; but the wages shall
18 not continue for more than thirty (30) days.

19 98. Defendants willfully failed to pay Plaintiffs and Waiting Time Subclass
20 Members all wages due and, as a result, owe Plaintiffs and Waiting Time Subclass Members
21 regular daily wages for each day they were not paid at their regular rates of pay for up to a
22 thirty (30) day maximum pursuant to California Labor Code § 203 all in an amount to be
23 shown according to proof at trial.

24 99. Based on these violations, Plaintiffs and the Waiting Time Subclass Plaintiffs
25 seeks to represent, request relief as described herein and below.

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1 **TENTH CAUSE OF ACTION**

2 **ENFORCEMENT OF LABOR CODE § 2698 ET. SEQ. (“PAGA”)**

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

5 101. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that
6 provides for a civil penalty to be assessed and collected by the Labor and Workforce
7 Development Agency (“LWDA”) or any of its departments, divisions, commissions, boards,
8 agencies or employees for violation of the code may, as an alternative, be recovered through
9 a civil action brought by an aggrieved employee on behalf of himself and other current or
10 former employees pursuant to the procedures specified in Labor Code § 2699.3.

11 102. Defendants’ conduct violates numerous Labor Code sections including, but not
12 limited to, the following:

- 13 (a) Violation of Labor Code §§ 201, 201.3, 202, 203, 210, 226.7, 256, 510, 511,
14 512, 1182.12, 1194, 1197, 1198, 2800, and 2802 for failure to timely pay all
15 earned wages (including minimum wages, regular, and overtime wages) owed
16 to Plaintiffs and other aggrieved employees during employment and upon
17 separation of employment as herein alleged;
- 18 (b) Violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods
19 to Plaintiffs and other aggrieved employees and failure to pay premium wages
20 for missed meal periods as herein alleged;
- 21 (c) Violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiffs
22 and other aggrieved employees and failure to pay premium wages for missed
23 rest periods as herein alleged;
- 24 (d) Violation of Labor Code §§ 2800, 2802 and 2804 for failure to reimburse
25 reasonable and necessary business expenses of Plaintiffs and other aggrieved
26 employees as herein alleged;
- 27 (e) Violation of Labor Code § 226 for failure to provide accurate, itemized wage
28

1 statements; and

2 (f) Violation of Labor Code §§ 223 and 225.5 for failure to compensate Plaintiffs
3 and other aggrieved employees at the designated wage scale.

4 103. Plaintiffs are “aggrieved employees” because they were employed by the
5 alleged violator and had one or more of the alleged violations committed against them, and
6 therefore are properly suited to represent the interests of all other aggrieved employees.

7 104. On June 22, 2023, Plaintiff Dubberke submitted notice of her claims to the
8 Labor and Workforce Development Agency (“LWDA”). On August 30, 2023, Plaintiffs
9 submitted an amended PAGA notice including Plaintiff Izaguirre and claims for unlawful
10 failure to pay wages due upon termination under Labor Code §§ 201 and 202. As of the time
11 of this filing, Plaintiffs have not received any notice that the LWDA seeks to investigate these
12 claims. As such, the procedural requirements under Labor Code § 2699.3 have been
13 exhausted as to Defendants and Plaintiffs are therefore able to pursue a claim for penalties on
14 behalf of themselves and all other aggrieved employees under PAGA.

15 105. PAGA generally imposes a penalty of one hundred dollars (\$100.00) for each
16 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00)
17 for each aggrieved employee per pay period for each subsequent violation.

18 106. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiffs are entitled
19 to recover civil penalties, in addition to other remedies, for violations of the Labor Code
20 sections cited above.

21 107. For bringing this action, Plaintiffs are entitled to attorney’s fees and costs
22 incurred herein.

23 **ELEVENTH CAUSE OF ACTION**

24 **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 17200,**

25 **ET SEQ.**

26 1. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above
27 as though fully set forth herein.

28 2. Defendants’ conduct, as alleged herein, has been and continues to be unfair,

1 unlawful and harmful to Plaintiffs and Labor Class Members. Plaintiffs seeks to enforce
2 important rights affecting the public interest within the meaning of Code of Civil Procedure
3 § 1021.5.

4 3. Defendants' activities, as alleged herein, violates California law and constitute
5 unlawful business acts or practices in violation of California Business and Professions Code
6 Sections 17200, *et seq.*

7 4. A violation of Cal. Business and Professions Code §§ 17200, *et seq.* may be
8 predicated on the violation of any state or federal law.

9 5. Defendants' policies and practices have violated state law in at least the
10 following respects:

11 (a) Failing to pay all minimum wages to Plaintiffs and Labor Class Members in
12 violation of Labor Code §§ 1194, 1194.2, and 1197;

13 (b) Failing to pay all overtime wages to Plaintiffs and Labor Class Members in
14 violation of Labor Code §§ 510, 1194 and 1198;

15 (c) Failing to provide timely meal periods without paying Plaintiffs and Labor
16 Class Members premium wages for every day said meal periods were not provided in violation
17 of Labor Code §§ 226.7 and 512;

18 (d) Failing to authorize or permit rest breaks without paying Plaintiffs and Labor
19 Class Members premium wages for every day said rest breaks were not authorized or
20 permitted in violation of Labor Code § 226.7;

21 (e) Failing to provide accurate, itemized wage statements in violation of Labor
22 Code § 226;

23 (f) Failing to reimburse Plaintiffs and Labor Class Members for all business
24 expenses incurred in violation of Labor Code §§ 2800 and 2802.

25 6. Defendants intentionally avoided paying Plaintiffs and Labor Class Members'
26 wages and monies, thereby creating for Defendants an artificially lower cost of doing business
27 in order to undercut their competitors and establish and gain a greater foothold in the
28 marketplace.

7. Pursuant to Business and Professions Code §§ 17200, *et seq.* Plaintiffs and Labor Class Members are entitled to restitution of the wages unlawfully withheld and retained by Defendants during a period that commences four years prior to the filing of the Complaint; an award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

PRAYER FOR RELIEF

Plaintiffs, on her own behalf and on behalf of all others similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification of this action as a class action, including certifying the California Labor Class alleged by Plaintiffs;

2. For appointment of Kristina Dubberke, Guadalupe Izaguirre, and Hailie Brennand as the class representatives;

3. For appointment of Lebe Law, APLC as class counsel for all purposes;

4. For compensatory damages in an amount according to proof with interest thereon;

5. For civil penalties against Defendants pursuant to PAGA;

6. For economic and/or special damages in an amount according to proof with interest thereon;

7. For reasonable attorneys' fees, costs of suit and interest to the extent permitted by law, including pursuant to California Code of Civil Procedure § 1021.5 and California Labor Code §§ 1194;

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

9. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

10. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under California Business

1 and Professions Code §§ 17200, *et seq.*;

2 11. For an award of damages in the amount of unpaid compensation including, but
3 not limited to, unpaid wages, benefits and penalties, including interest thereon;

4 12. For injunctive relief;

5 13. For pre-judgment interest; and

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

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8 DATED: September 20, 2023

Lebe Law, APLC

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By: 
Jonathan M. Lebe

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Attorney for Plaintiffs Kristina Dubberke,
Individually and on behalf of all others
similarly situated

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DEMAND FOR JURY TRIAL

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

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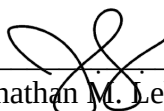
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DATED: September 20, 2023

Lebe Law, APLC

By: 
Jonathan M. Lebe

Attorney for Plaintiffs Kristina Dubberke,
Guadalupe Izaguirre, and Hailie Brennand,
Individually and on behalf of all others
similarly situated

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California, I am over the age
3 of eighteen years and not a party to the within entitled action; my business address is 777 S.
4 Alameda Street, Los Angeles, CA 90021.

5 On September 20, 2023, I served **"FIRST AMENDED CLASS ACTION**
6 **COMPLAINT"** on the interested parties, by placing a true copy thereof, by the method of
7 service specified below:

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LITTLEFIELD LAW

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22 *Attorneys for Plaintiff Chelsea Parada (LASC, Case No. 23STCV11508)*

- 23 ☒ (VIA ELECTRONIC SERVICE) Based on a court order or an agreement of the
24 parties to accept service by electronic transmission, I caused the documents to be
25 sent to the persons at the electronic notification addresses listed above. I did not
26 receive, within a reasonable time after the transmission, any electronic message or
27 other indication that the transmission was unsuccessful.

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

Dated: September 20, 2023

Diana Lopez
Diana Lopez