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

AARICA BRITTANY, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

FOLLETT HIGHER EDUCATION
GROUP, LLC and DOES 1 through 20,
inclusive,

Defendants.

Case No. 23STCV21385

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Enforcement of Labor Code § 2698 *et seq.* (“PAGA”)
2. Failure to Pay Minimum Wages;
3. Failure to Pay Overtime Wages;
4. Failure to Provide Meal Periods;
5. Failure to Permit Rest Breaks;
6. Failure to Reimburse Business Expenses;
7. Failure to Provide Accurate Itemized Wage Statements;
8. Failure to Pay Wages Timely During Employment;
9. Failure to Pay All Wages Due Upon Separation of Employment; and
10. Violation of Business and Professions Code §§ 17200, *et seq.*;

1 Plaintiff Aarica Brittany, individually, and on behalf of other similarly situated, alleges
2 as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Aarica Brittany (“Plaintiff”) brings this putative class action and
5 representative action against defendants Follett Higher Education Group, LLC and DOES 1
6 through 20, inclusive (collectively, “Defendants”), on behalf of herself individually and on
7 behalf California citizens who are and were employed by Defendants as non-exempt employees
8 throughout California.

9 2. Defendants provide services and goods throughout California.

10 3. Through this action, Plaintiff alleges that Defendants have engaged in a
11 systematic pattern of wage and hour violations under the California Labor Code and Industrial
12 Welfare Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate
13 unfair competition.

14 4. Plaintiff is informed and believes, and thereon alleges, that Defendants have
15 increased their profits by violating state wage and hour laws by, among other things:

- 16 (a) failing to pay all wages (including minimum wages and overtime
17 wages);
- 18 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 19 (c) failing to authorize or permit lawful rest breaks or provide compensation
20 in lieu thereof;
- 21 (d) failing to reimburse necessary business-related costs;
- 22 (e) failing to provide accurate itemized wage statements;
- 23 (f) failing to pay wages timely during employment; and
- 24 (g) failing to pay all wages due upon separation of employment.

25 5. Plaintiff seeks monetary relief against Defendants on behalf of herself and all
26 others similarly situated in California to recover, among other things, unpaid wages,
27 unreimbursed business expenses, benefits, interest, attorneys’ fees, costs and expenses, and
28

1 penalties pursuant to Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1182.12,
2 1194, 1194.2, 1197, 1198, 2800, and 2802, and Code of California Civil Procedure § 1021.5.

3 4 **JURISDICTION AND VENUE**

5 6. This is a class action pursuant to California Code of Civil Procedure § 382 and
6 representative action pursuant to Private Attorneys General Act of 2004 (Cal. Lab. Code §§
7 2698, *et seq.*)(“PAGA”). The monetary damages and restitution sought by Plaintiff exceed the
8 minimal jurisdictional limits of the Superior Court and will be established according to proof at
9 trial.

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

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

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

22 **THE PARTIES**

23 10. Plaintiff is a resident of California and worked for Defendants in California
24 during the relevant time periods as alleged herein.

25 11. Plaintiff is informed and believes, and thereon alleges that at all times
26 hereinafter mentioned, Defendants were and are subject to the Labor Code and IWC Wage
27 Orders as employers, whose employees were and are engaged throughout this county and the
28 State of California.

1 12. Plaintiff is unaware of the true names or capacities of the defendants sued herein
2 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
3 Complaint and serve such fictitiously named defendants once their names and capacities
4 become known.

5 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
6 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants
7 at all relevant times.

8 14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted
9 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
10 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
11 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as
12 the employer and/or joint employer of Plaintiff and the class members .

13 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the
14 acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or
15 DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on
16 the other's behalf. The acts of any and all Defendants were in accordance with, and represent,
17 the official policy of Defendants.

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

22 17. Plaintiff is informed and believes, and thereon alleges, that each of said
23 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
24 omissions, occurrences, and transactions alleged herein.

25 **CLASS ACTION ALLEGATIONS**

26 18. Plaintiff brings this action under Code of Civil Procedure § 382 on Plaintiff's own
27 behalf and on behalf of all others similarly situated who were affected by Defendants' Labor
28 Code, Business and Professions Code §§ 17200, and IWC Wage Order violations.

1 19. All claims alleged herein arise under California law for which Plaintiff seeks relief
2 authorized by California law.

3 20. Plaintiff's proposed class consists of and is defined as follows:

4 Class

5 All California citizens currently or formerly employed by Defendants as non-
6 exempt employees in the State of California at any time between December 20,
7 2018¹ and the date of class certification ("Class").

8 21. Plaintiff reserves the right to modify or re-define the Class, establish additional
9 subclasses, or modify or re-define any class or subclass definition as appropriate based on
10 investigation, discovery, and specific theories of liability.

11 22. Members of the Class described above will be collectively referred to as "Class
12 Members."

13 23. There are common questions of law and fact as to the Class Members that
14 predominate over any questions affecting only individual members including, but not limited to,
15 the following:

16 (a) Whether Defendants failed to pay Plaintiff and Class Members all wages
17 (including minimum wages and overtime wages) for all hours worked by
18 Plaintiff and Class Members.

19 (b) Whether Defendants required Plaintiff and Class Members to work over
20 eight (8) hours per day, over twelve (12) hours per day, and/or over forty
21 (40) hours per week and failed to pay them proper overtime compensation
22 for all overtime hours worked.

23 (c) Whether Defendants deprived Plaintiff and Class Members of timely meal
24 periods or required Plaintiff and Class Members to work through meal
25 periods without legal compensation.

26
27 ¹ The statute of limitations for this matter was tolled between April 6, 2020 and October 1, 2020
28 pursuant to Cal. Rules of Court, Appendix I, Emergency Rule No. 9.

- 1 (d) Whether Defendants deprived Plaintiff and Class Members of rest breaks
2 or required Plaintiff and Class Members to work through rest breaks.
- 3 (e) Whether Defendants failed to reimburse Plaintiff and Class Members for
4 necessary business-related costs expended for the benefit of Defendants.
- 5 (f) Whether Defendants failed to provide Plaintiff and Class Members accurate
6 itemized wage statements.
- 7 (g) Whether Defendants failed to pay wages timely to Plaintiff and Class
8 Members;
- 9 (h) Whether Defendants failed to timely pay Plaintiff and Class Members all
10 wages due upon termination or within seventy-two (72) hours of
11 resignation.
- 12 (i) Whether Defendants' conduct was willful or reckless.
- 13 (j) Whether Defendants engaged in unfair business practices in violation of
14 Business and Professions Code §§ 17200, *et seq.*

15 24. There is a well-defined community of interest in this litigation and the proposed
16 Class and subclasses are readily ascertainable:

17 (a) Numerosity: The Class Members are so numerous that joinder of all
18 members is impractical. Although the members of the Class are unknown to Plaintiff at this time,
19 on information and belief, the Class is estimated to be greater than fifty (50) individuals. The
20 identities of the Class Members are readily ascertainable by inspection of Defendants'
21 employment and payroll records.

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

28

1 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the
2 interests of all Class Members because it is in Plaintiff's best interest to prosecute the claims
3 alleged herein to obtain full compensation and penalties due. Plaintiff's attorneys, as proposed
4 class counsel, are competent and experienced in litigating large employment class actions and
5 versed in the rules governing class action discovery, certification, and settlement. Plaintiff has
6 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and
7 costs that have been and will be necessarily expended for the prosecution of this action for the
8 substantial benefit of the Class Members.

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

14 (e) Public Policy Considerations: Employers in the State of California violate
15 employment and labor laws every day. Current employees are often afraid to assert their rights
16 out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
17 because they believe their former employers might damage their future endeavors through
18 negative references and/or other means. Class actions provide class members who are not named
19 in the complaint with a type of anonymity that allows for the vindication of their rights while
20 affording them privacy protections.

21 **GENERAL ALLEGATIONS**

22 25. At all relevant times mentioned herein, Defendants employed Plaintiff and other
23 California residents as non-exempt employees at Defendants' California business location(s).

24 26. Defendant employed Plaintiff as a non-exempt employee at Defendants'
25 California business location.

26 27. Defendants continue to employ non-exempt employees within California.

27 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
28 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals

1 who were knowledgeable about California's wage and hour laws, employment and personnel
2 practices, and the requirements of California law.

3 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and Class Members were entitled to receive wages for all time
5 worked (including minimum and overtime wages) and that they were not receiving all wages
6 earned for work that was required to be performed. In violation of the Labor Code and IWC
7 Wage Orders, Plaintiff and Class Members were not paid all wages (including minimum and
8 overtime wages) for all hours worked at the correct rate of pay and within the correct time.

9 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and Class Members were entitled to receive all required meal
11 periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular
12 rate of pay when they did not receive a timely, uninterrupted meal period. In violation of the
13 Labor Code and IWC Wage Orders, Plaintiff and Class Members did not receive all meal
14 periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular
15 rate of pay when they did not receive a timely, uninterrupted meal period.

16 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and Class Members were entitled to receive all rest breaks or
18 payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of pay
19 when a rest break was missed. In violation of the Labor Code and IWC Wage Orders, Plaintiff
20 and Class Members did not receive all rest breaks or payment of one (1) additional hour of pay
21 at Plaintiff's and Class Members' regular rate of pay when a rest break was missed.

22 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and Class Members were entitled to reimbursement and/or
24 indemnification for all necessary business expenditures or losses as a direct consequence of the
25 discharge of their duties, or of their obedience to the directions of Defendants. In violation of
26 the Labor Code and IWC Wage Orders, Plaintiff and Class Members incurred necessary
27 business expenses or losses, but were not reimbursed nor indemnified of such expenses or
28 losses, including but not limited to reimbursement for personal cell phone and vehicle use.

33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive itemized wage statements that accurately showed the following information pursuant to the Labor Code: (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 only 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. In violation of the Labor Code, Plaintiff and Class Members were not provided with accurate itemized wage statements.

34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and Class Members were entitled to timely payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff and Class Members did not receive payment of all wages within permissible time periods.

35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and Class Members , and Defendants had the financial ability to pay such compensation but willfully, knowingly, and intentionally failed to do so in order to increase Defendants' profits.

36. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief against Defendants on Plaintiff's own behalf and on behalf of all Class Members to recover, among other things, unpaid wages (including minimum wages and overtime wages), unpaid meal period premium payments, unpaid rest period premium payments, unreimbursed business expenditures, interest, attorneys' fees, penalties, costs, and expenses.

FIRST CAUSE OF ACTION

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

1 37. Plaintiff re-alleges and incorporates by reference the previous paragraphs as
2 though fully set forth herein.

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

9 39. For all provisions of the Labor Code except those for which a civil penalty is
10 specifically provided, Labor Code § 2699(f) imposes upon Defendants a civil penalty of one
11 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
12 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent pay
13 period in which Defendants violated these provisions of the Labor Code.

14 40. Defendants’ conduct violates numerous Labor Code sections, including, but not
15 limited to, the following:

16 (a) violation of Labor Code §§ 201, 202, 203, 204, 510, 1194, 1194.2, 1197, 1197.1,
17 and 1198 for failure to timely pay all earned wages (including minimum and overtime
18 wages) owed to Plaintiff and other aggrieved employees during employment and upon
19 separation of employment as herein alleged;

20 (b) violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to
21 Plaintiff and other aggrieved employees and failure to pay premium wages for missed
22 meal periods as herein alleged;

23 (c) violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and
24 other aggrieved employees and failure to pay premium wages for missed rest periods as
25 herein alleged;

26 (d) violation of Labor Code §§ 226 and 226.3 for failure to provide accurate
27 itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;
28

1 (e) violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate and
2 complete records showing, among other things, the hours worked daily and the wages
3 paid to aggrieved employees as herein alleged; and

4 (f) violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff and
5 other aggrieved employees of business expenses as herein alleged.

6 41. Plaintiff is an “aggrieved employee” because she was employed by the alleged
7 violator and had one or more of the violations committed against her, and therefore is properly
8 suited to represent the interests of all other aggrieved employees.

9 42. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3
10 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all
11 other aggrieved employees under PAGA.

12 43. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
13 recover civil penalties in addition to other remedies, for violation of the Labor Code sections
14 cited above.

15 44. For bringing this action, Plaintiff is entitled to attorneys’ fees and costs incurred
16 herein.

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PAY MINIMUM WAGES**

19 (Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order §3-4)

20 45. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
21 though fully set forth herein.

22 46. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees
23 fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser
24 wage than the minimum so fixed is unlawful.

25 47. Plaintiff and Class Members were employees entitled to the protections of Labor
26 Code §§ 1194 and 1197.

27 48. During the relevant time period, Defendants failed to pay Plaintiff and Class
28 Members all wages owed when Defendants did not pay minimum wage for all hours worked.

1 49. During the relevant time period, Defendants failed to pay at least minimum wage
2 to Plaintiff and Class Members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

3 50. Defendants' failure to pay Plaintiff and Class Members the required minimum
4 wage violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and Class
5 Members are entitled to recover the unpaid balance of their minimum wage compensation as well
6 as interest, costs, and attorneys' fees.

7 51. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are entitled to
8 recover liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued
9 interest thereon.

10 **THIRD CAUSE OF ACTION**

11 **FAILURE TO PAY OVERTIME**

12 (Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order § 3)

13 52. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
14 though fully set forth herein.

15 53. Labor Code § 1198 and the applicable IWC Wage Order provide that it is unlawful
16 to employ persons without compensating them at a rate of pay either one and one-half (1½) or
17 two (2) times the person's regular rate of pay, depending on the number of hours worked by the
18 person on a daily or weekly basis.

19 54. Specifically, the applicable IWC Wage Orders provide that Defendants are and
20 were required to pay overtime compensation to Plaintiff and Class Members at the rate of one and
21 one-half times (1½) their regular rate of pay when working and for all hours worked in excess of
22 eight (8) hours in a day or more than forty (40) hours in a workweek and for the first eight (8)
23 hours of work on the seventh day of work in a workweek.

24 55. The applicable IWC Wage Orders further provide that Defendants are and were
25 required to pay overtime compensation to Plaintiff and Class Members at a rate of two times their
26 regular rate of pay when working and for all hours worked in excess of twelve (12) hours in a day
27 or in excess of eight (8) hours on the seventh day of work in a workweek.
28

1 56. California Labor Code § 510 codifies the right to overtime compensation at one
2 and one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a
3 day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh
4 consecutive day of work, and overtime compensation at twice the regular hourly rate for hours
5 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
6 seventh day of work in a workweek.

7 57. Labor Code § 510 and the applicable IWC Wage Orders provide that employment
8 of more than six days in a workweek is only permissible if the employer pays proper overtime
9 compensation as set forth herein.

10 58. Plaintiff and Class Members were employees entitled to the protections of
11 California Labor Code §§ 510 and 1194.

12 59. During the relevant time period, Defendants required Plaintiff and Class Members
13 to work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or on a seventh
14 consecutive day of work, entitling them to overtime wages.

15 60. During the relevant time period, Defendants failed to pay Plaintiff and Class
16 Members overtime wages for all overtime hours worked. To the extent these hours qualify for the
17 payment of overtime wages, Plaintiff and Class Members were not paid proper overtime wages.

18 61. In violation of California law, Defendants knowingly and willfully refused to
19 perform their obligations and compensate Plaintiff and Class Members for all wages earned and
20 all hours worked.

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

24 63. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to
25 recover their unpaid overtime and double time compensation as well as interest, costs, and
26 attorneys' fees.

27 **FORTH CAUSE OF ACTION**

28 **FAILURE TO PROVIDE MEAL PERIODS**

1 (Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

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

4 65. Labor Code § 226.7 provides that no employer shall require an employee to work
5 during any meal period mandated by the IWC Wage Orders.

6 66. Section 11 of the applicable IWC Wage Order states, “[n]o employer shall employ
7 any person for a work period of more than five (5) hours without a meal period of not less than 30
8 minutes, except that when a work period of not more than six (6) hours will complete the day’s
9 work the meal period may be waived by mutual consent of the employer and the employee.”

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

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

20 69. During the relevant time period, Plaintiff and Class Members did not receive
21 compliant meal periods for working more than five (5) and ten (10) hours per day because their
22 meal periods were missed, late, short, interrupted, and/or they were not permitted to take a second
23 meal period.

24 70. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
25 an employer to pay an employee one (1) additional hour of pay at the employee’s regular rate of
26 compensation for each work day that a compliant meal period is not provided.

71. At all relevant times, Defendants failed to pay Plaintiff and Class Members meal period premiums for missed, late, and/or short meal periods pursuant to Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order.

72. As a result of Defendants' failure to pay Plaintiff and Class Members an additional hour of pay for each day a compliant meal period was not provided, Plaintiff and Class Members suffered and continue to suffer a loss of wages and compensation.

FIFTH CAUSE OF ACTION

FAILURE TO PERMIT REST BREAKS

(Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

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

74. Labor Code § 226.7(a) provides that no employer shall require an employee to work during any rest period mandated by the IWC Wage Orders.

75. Section 12 of the applicable IWC Wage Order states “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period[,]” and the “[a]uthorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof[,]” unless the total daily work time is less than three and one-half (3½) hours.

76. During the relevant time period, Plaintiff and Class Members did not receive a ten (10) minute rest period for every four (4) hours or major fraction thereof worked, including working in excess of ten (10) hours in a day, because they were required to work through their rest periods and/or were not authorized to take their rest periods.

77. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period is not provided.

78. At all relevant times, Defendants failed to pay Plaintiff and Class Members rest period premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order.

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

SIXTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(Violation of Labor Code §§ 2800, 2802)

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

81. Labor Code § 2800 states that “[a]n employer shall in all cases indemnify his employee for losses caused by the employer’s want of ordinary care.”

82. Labor Code § 2802(a) 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 . . .”

83. Labor Code § 2802(b) states that “[a]ll awards made by a court . . . for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.”

84. Labor Code § 2802(c) states that “[f]or purposes of this section, the term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

85. During the relevant time period, Plaintiff and Class Members incurred necessary business-related costs that were not fully reimbursed by Defendants.

86. In violation of Labor Code §§ 2800 and 2802, Defendants failed to reimburse or indemnify Plaintiff and Class Members for their expenses due to Defendants' knowing and intentional failure to reimburse necessary business expenditures in connection with Plaintiff's and Class Members' work and job duties.

1 87. As a direct result, Plaintiff and Class Members have suffered and continue to
2 suffer losses, and therefore seek complete reimbursement and indemnification of necessary
3 business expenditures or losses, interest thereon at the required rate, and all reasonable costs in
4 enforcing the rights under Labor Code § 2802, including, but not limited to attorneys' fees.

5 **SEVENTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

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

8 88. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
9 though fully set forth herein.

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

21 90. During the relevant time period, Defendants have knowingly and intentionally
22 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff and
23 Class Members. The deficiencies include, among other things, the failure to correctly state the
24 gross and net wages earned, total hours worked, all applicable hourly rates in effect, and the
25 number of hours worked at each hourly rate by Plaintiff and Class Members.

26 91. As a result of Defendants' knowing and intentional failure to comply with Labor
27 Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their statutorily-
28 protected rights. Specifically, Plaintiff and Class Members are deemed to suffer an injury

1 pursuant to Labor Code § 226(e) where, as here, Defendants intentionally violated Labor Code §
2 226(a). Plaintiff and Class Members were denied both their legal right to receive, and their
3 protected interest in receiving, accurate itemized wage statements under Labor Code § 226(a). In
4 addition, because Defendants failed to provide the accurate rates of pay on wage statements,
5 Defendants prevented Plaintiff and Class Members from determining if all hours worked were
6 paid at the appropriate rate and the extent of the underpayment. Plaintiff had to file this lawsuit in
7 order to analyze the extent of the underpayment, thereby causing Plaintiff to incur expenses and
8 lost time. Plaintiff would not have had to engage in these efforts and incur these costs had
9 Defendants provided the accurate hours worked, wages earned, and rates of pay. This has also
10 delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

11 92. Plaintiff and Class Members are entitled to recover from Defendants the greater of
12 all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or fifty
13 dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars
14 (\$100.00) per employee for each violation in subsequent pay periods in an amount not exceeding
15 four thousand dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

16 93. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff and
17 Class Members from knowing, understanding, and disputing the wages paid to them and resulted
18 in an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and
19 intentional failure to comply with California Labor Code § 226(a), Plaintiff and Class Members
20 have suffered an injury, in the exact amount of damages and/or penalties to be shown according to
21 proof at trial.

22 EIGHTH CAUSE OF ACTION

23 FAILURE TO PAY TIMELY DURING EMPLOYMENT

24 (Violation of Labor Code §§ 204, 210)

25 94. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
26 though fully set forth herein.

27 95. Pursuant to California Labor Code § 204, employees must be paid within a certain
28 number of days of the close of the pay period.

1 96. During the relevant time period, Defendants failed to timely pay Plaintiffs and
2 Class Members wages earned during the pay period.

3 97. Such a pattern, practice and uniform administration of corporate policy regarding
4 timely payment of wages as described herein is unlawful and creates an entitlement to recovery
5 by Plaintiff in a civil action, for the unpaid balance of the full amount of damages owed, including
6 interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California
7 Labor Code § 210.

8 98. As a direct and proximate cause of these violations, Class Members have been
9 damaged, in an amount to be determined at trial.

10 **NINTH CAUSE OF ACTION**

11 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

12 (Violation of Labor Code §§ 201, 202, and 203)

13 99. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
14 though fully set forth herein.

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

21 101. During the relevant time period, Defendants willfully failed to pay the Class
22 Members all their earned wages upon termination, either at the time of discharge or within
23 seventy-two (72) hours of their leaving Defendants' employ.

24 102. Defendants' failure to pay the Class Members all their earned wages at the time of
25 discharge or within seventy-two (72) hours of their leaving Defendants' employ is in violation of
26 Labor Code §§ 201 and 202.

27 103. Labor Code § 203 provides that if an employer willfully fails to pay wages owed
28 immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then

1 the wages of the employee shall continue as a penalty from the due date at the same rate until paid
2 or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

3 104. Pursuant to Labor Code § 203, the Class Members is entitled to recover from
4 Defendants the statutory penalty, which is defined as the Class Members' regular daily wages at
5 their regular hourly rate of pay for each day they were not paid, up to a maximum of thirty (30)
6 days.

7 **TENTH CAUSE OF ACTION**

8 **VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, *ET SEQ.***

9 (Violation of Business and Professions Code §§ 17200, *et seq.*)

10 105. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
11 though fully set forth herein.

12 106. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of
13 unfair competition, which includes any "unlawful, unfair or fraudulent business act or practice . . .
14 ."

15 107. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be
16 predicated on a violation of any state or federal law. In the instant case, Defendants' policies and
17 practices violated state law, causing Plaintiff and Class Members to suffer and continue to suffer
18 injuries-in-fact.

19 108. Defendants' policies and practices violated state law in at least the following
20 respects:

- 21 (a) Failing to pay all wages earned (including minimum wage and overtime
22 wages) to Plaintiff and Class Members at the proper rate and in a timely
23 manner in violation of Labor Code §§ 204, 510, 1194, 1194.2, 1197, 1198.
24 (b) Failing to provide compliant meal periods without paying Plaintiff and
25 Class Members premium wages for every day said meal periods were not
26 provided in violation of Labor Code §§ 226.7 and 512.
27
28

- 1 (c) Failing to authorize or permit compliant rest breaks without paying
2 Plaintiff and Class Members premium wages for every day said rest breaks
3 were not authorized or permitted in violation of Labor Code § 226.7.
- 4 (d) Failing to reimburse Plaintiff and Class Members for necessary business-
5 related expenses in violation of Labor Code §§ 2800 and 2802.
- 6 (e) Failing to provide Plaintiff and Class Members with accurate itemized
7 wage statements in violation of Labor Code § 226.
- 8 (f) Failing to timely pay all earned wages to the Class Members upon
9 separation of employment in violation of Labor Code §§ 201, 202, and 203.

10 109. As alleged herein, Defendants systematically engaged in unlawful conduct in
11 violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages
12 (minimum and overtime wages), failing to provide meal periods and rest breaks or compensation
13 in lieu thereof, failing to reimburse necessary business-related costs and expenses, failing to
14 furnish accurate wage statements, and failing to pay all wages due and owing upon separation of
15 employment in a timely manner to the Class Members, all in order to decrease their costs of
16 doing business and increase their profits.

17 110. At all relevant times herein, Defendants held themselves out to Plaintiff and Class
18 Members as being knowledgeable concerning the labor and employment laws of California.

19 111. At all times relevant herein, Defendants intentionally avoided paying Plaintiff and
20 Class Members wages and monies, thereby creating for Defendants an artificially lower cost of
21 doing business in order to undercut their competitors and establish and/or gain a greater foothold
22 in the marketplace.

23 112. By violating the foregoing statutes and regulations as herein alleged, Defendants'
24 acts constitute unfair and unlawful business practices under California Business and Professions
25 Code §§ 17200, *et seq.*

26 113. As a result of the unfair and unlawful business practices of Defendants as alleged
27 herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and restitution
28 in an amount to be shown according to proof at trial.

114. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members, and the general public. Based on Defendants' conduct as alleged herein, Plaintiff and Class Members are entitled to an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

PRAYER FOR RELIEF

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

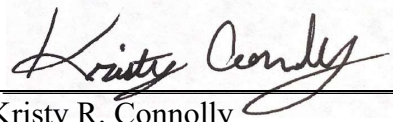
1. For civil penalties against Defendants on behalf of all aggrieved employees and the LWDA pursuant to Labor Code § 2698, *et seq.*;
2. For certification under California Code of Civil Procedure § 382 of the proposed Class and any other appropriate subclass;
3. For appointment of Aarica Brittany as class representative;
4. For appointment of Aegis Law Firm, PC, as class counsel for all purposes;
5. For compensatory damages in an amount according to proof at trial;
6. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, unreimbursed expenses, benefits, and penalties;
7. For economic and/or special damages in an amount according to proof at trial;
8. For liquidated damages pursuant to Labor Code § 1194.2;
9. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
10. For injunctive relief as provided by the California Labor Code and California Business and Professions Code §§ 17200, *et seq.*;
11. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;
12. 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 Business and Professions Code §§ 17200, *et seq.*;

- 1 13. For pre-judgment interest;
- 2 14. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by
- 3 law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code § 2698 *et*
- 4 *seq.*; and;
- 5 15. For such other relief as the Court deems just and proper.
- 6

7 Dated: May 21, 2024

AEGIS LAW FIRM, PC

8

9 By: _____

10 Kristy R. Connolly

11 Attorneys for Plaintiff Aarica Brittany

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1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On May 23, 2024, I served the foregoing document(s) entitled:

5 **FIRST AMENDED CLASS ACTION COMPLAINT**

6 on all the appearing and/or interested parties in this action by delivering ☐ *the original* ☒ *a true*
7 *copy* thereof on the party(ies) addressed below as follows:

8 **VEDDER PRICE (CA), LLP**

Sheryl L. Skibbe

9 sskibbe@vedderprice.com

Lauren Wertheimer

10 lwertheimer@vedderprice.com

1925 Century Park East, Suite 1900

11 Los Angeles, California 90067

12 T: 424 204 7700

13 F: 424 204 7702

14 *Attorneys for Defendants:*

FOLLETT HIGHER EDUCATION GROUP, LLC; FOLLETT HIGHER ED GROUP, LTD

15 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
16 correspondence for mailing. Under that practice it would be deposited with the U.S.
Postal Service on that same day with postage thereon fully prepaid at Irvine, California
17 in the ordinary course of business. I am aware that on motion of the party served, service
is presumed invalid if postage cancellation date or postage meter date is more than one
18 day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*
R. Civ. Proc. 5(a); *Fed. R. Civ. Proc.* 5(c).)

19 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
20 practice of Aegis Law Firm PC for collection and processing correspondence for
overnight delivery, and I caused such document(s) described herein to be deposited for
21 delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
Code Civ. Proc. § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

22 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
23 electronic transmission via the above listed email addresses on the date below. (*Cal.*
Code Civ. Proc. § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

24 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
25 the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*
5(b)(2)(A).)

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

3 Executed on May 23, 2024, at Irvine, California.

4 

5 _____
6 Jacquelyn Enciso
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