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individually and on behalf of others similarly
situated and aggrieved employees pursuant to
the California Private Attorneys General Act

[Additional Counsel on Next Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

MAYRA ORTIZ and YI MORRISON,
individually and on behalf of others similarly
situated and aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

vs.

YOUNG MEN'S CHRISTIAN ASSOCIATION
OF SAN FRANCISCO A/K/A Y.M.C.A. OF
SAN FRANCISCO; and DOES 1 through 25,
inclusive,

Defendants.

Case No.: CGC-23-608054

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

- (1) Violation of Cal. Labor Code §§ 204,
1194, 1194.2, 1197, and 1197.1
(Unpaid Minimum and Straight Time
Wages)**
- (2) Violation of Cal. Labor Code §§ 510,
1194, and 1198 (Unpaid Overtime)**
- (3) Violation of Cal. Labor Code §§ 226.7
and 512 (Failure to Provide Meal
Periods)**
- (4) Violation of Cal. Labor Code § 226.7
(Failure to Provide Rest Periods)**
- (5) Violation of Cal. Labor Code §§ 204
and 210 (Wages Not Timely Paid)**

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During Employment)

- (6) Violation of Cal. Labor Code § 226 (Failure to Provide Accurate Wage Statements)**
- (7) Violation of Cal. Labor Code §§ 201, 202, and 203 (Final Wages Not Timely Paid)**
- (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)**
- (9) Violation of Cal. Labor Code §§ 226 and 1198.5 (Failure to Produce Requested Employment Records)**
- (10) Violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.* (Unfair and Unlawful Business Practices)**
- (11) Violation of Cal. Labor Code §§ 2698, *et. seq.* (California Labor Code Private Attorneys General Act of 2004)**

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7 individually and on behalf of others similarly
8 situated and aggrieved employees pursuant
to the California Private Attorneys General
Act

COMES NOW, Plaintiffs MAYRA ORTIZ (“Plaintiff Ortiz”) and YI MORRISON (“Plaintiff Morrison”) (together, “Plaintiffs”), individually and on behalf of all members of the general public similarly situated and aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), allege as follows against Defendants YOUNG MEN’S CHRISTIAN ASSOCIATION OF SAN FRANCISCO A/K/A Y.M.C.A. OF SAN FRANCISCO, and DOES 1 through 25, inclusive (collectively, “Defendants”):

INTRODUCTION

1. This is a class action to recover damages on behalf of Plaintiffs and all similarly situated individuals who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at any time from four years prior to the date of the filing of the original Complaint through final judgment (“Class Members”).

2. This is also an enforcement action under PAGA to recover civil penalties on behalf of Plaintiffs, the State of California, and all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time from one year prior to Plaintiff Ortiz’s submission of written notice of Defendants’ alleged violations of the California Labor Code to the Labor & Workforce Development Agency (“LWDA”) through final judgment (“Aggrieved Employees”).

3. Plaintiffs allege that Defendants hired Plaintiffs, Class Members, and Aggrieved Employees but, among other things, failed to properly pay them all wages owed for all time worked (including minimum wages, straight time wages, and overtime wages), failed to provide them with all meal periods and rest periods and associated premium wages to which they were entitled, failed to timely pay them all wages due during their employment, failed to timely pay them all wages due upon termination of their employment, failed to provide them with accurate itemized wage statements, failed to maintain accurate payroll records, failed to reimburse them for necessary business expenses, failed to provide them with requested employment records.

4. As a result, Defendants violated, *inter alia*, California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, and 2802, and the applicable Industrial Welfare Commission (“IWC”) Wage Order. Through this action,

1 Plaintiffs seek to recover all available remedies including but not limited to actual and liquidated
2 damages and attorney's fees and costs.

3 **JURISDICTION AND VENUE**

4 5. This is a class action is brought pursuant to California Code of Civil Procedure section
5 382 and a PAGA Action brought pursuant to California Labor Code sections 2698, *et seq.*

6 6. The monetary damages, restitution, statutory penalties, and other applicable legal and
7 equitable relief sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and
8 will be established according to proof at trial.

9 7. This Court has jurisdiction over this action pursuant to the California Constitution,
10 Article VI, section 10. The statutes under which this action is brought do not specify any other basis
11 for jurisdiction.

12 8. This Court has jurisdiction over all Defendants because, upon information and belief,
13 Defendants are either citizens of California, have sufficient minimum contacts in California, or
14 otherwise intentionally avail themselves of the California market so as to render the exercise of
15 jurisdiction over them by the California courts consistent with traditional notions of fair play and
16 substantial justice. Further, no federal question is at issue because the claims asserted herein are based
17 solely on California law.

18 9. Venue is proper in this Court because, upon information and belief, Defendants
19 maintain offices, have agents, employ individuals, and/or transact business in the State of California,
20 County of San Francisco. The majority of the acts, events, and violations alleged herein relating to
21 Plaintiffs occurred in the State of California, County of San Francisco.

22 **THE PARTIES**

23 10. At all times herein mentioned, Plaintiff Ortiz was a resident of San Francisco County
24 in the State of California.

25 11. At all times herein mentioned, Plaintiff Morrison was a resident of San Francisco
26 County in the State of California.

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1 12. At all times herein mentioned, Defendant YOUNG MEN’S CHRISTIAN
2 ASSOCIATION OF SAN FRANCISCO A/K/A Y.M.C.A. OF SAN FRANCISCO, is and was, a
3 corporation organized and existing under the laws of the State of California and registered to do
4 business in the State of California. At all times hereinafter mentioned, Defendant is an employer whose
5 employees are engaged throughout the county of San Francisco and the State of California.

6 13. Plaintiffs are unaware of the true names or capacities of the Defendants sued herein
7 under the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint
8 and serve such fictitiously named Defendants once their names and capacities become known.

9 14. Plaintiffs are informed and believe, and thereon allege, that each and all of the acts and
10 omissions alleged herein were performed by, or are attributable to, YOUNG MEN’S CHRISTIAN
11 ASSOCIATION OF SAN FRANCISCO A/K/A Y.M.C.A. OF SAN FRANCISCO, and/or DOES 1
12 through 25, each acting as the agent, employee, alter ego, and/or joint venturer of, or working in
13 concert with, each of the other co-Defendant and within the course and scope of such agency,
14 employment, joint venture, or concerted activity with legal authority to act on the others’ behalf. The
15 acts of any and all Defendants represent and were in accordance with Defendants’ official policies.

16 15. At all relevant times, Defendants were the employers of Plaintiffs within the meaning
17 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
18 working conditions, wages, working hours, and conditions of employment of Plaintiffs so as to make
19 each of said Defendants’ employers and employers liable under the statutory provisions set forth
20 herein.

21 16. Defendants had the authority to hire and terminate Plaintiffs, Class Members, and
22 Aggrieved Employees to set work rules and conditions governing Plaintiffs, Class Members, and
23 Aggrieved Employees’ employment, and to supervise their daily employment activities.

24 17. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs,
25 Class Members, and Aggrieved Employees’ employment for them to be joint employers of Plaintiffs,
26 Class Members, and Aggrieved Employees.

27 18. Defendants directly hired and paid wages and benefits to Plaintiffs, Class Members,
28 and Aggrieved Employees.

19. Defendants continue to employ hourly paid and/or non-exempt employees within the State of California.

20. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

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

GENERAL ALLEGATIONS

22. Defendants employed Plaintiffs at Defendants' locations in the city of San Francisco, though Defendants have approximately fifteen locations in the Bay Area, seven of which are currently listed as being located in the city of San Francisco.

23. Plaintiff Ortiz worked for Defendants from appropriately September 2016 to September 2022 as an hourly-paid, non-exempt employee in the positions of Family Engagement Coordinator, Preschool Teacher, and Program Leader. Plaintiff Ortiz performed various duties in a Coordinator position for Defendants' after school programs, such as formal program and activity involvement, and more informal assignments such as assisting enrollee students with homework. Plaintiff Ortiz's schedule varied over time, but often started at or around 9:30 a.m., and ended after 6:30 p.m. Plaintiff Ortiz's final rate of pay was approximately \$24.00 per hour.

24. Plaintiff Morrison worked for Defendants from approximately August 2019 to August 2023 as an hourly-paid, non-exempt employee in the position of Coordinator. Defendants typically scheduled Plaintiff Morrison to work at least five days in a workweek and at least eight (8) hours per day, but Plaintiff Morrison also worked more than eight (8) hours in a workday and more than forty (40) hours in a workweek.

25. Plaintiffs are informed and believe, and thereon allege that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees. As set forth in more detail below, this pattern and practice of wage abuse involved, *inter alia*, requiring Plaintiffs,

1 Class Members, and Aggrieved Employees to work off the clock without compensation, failing to
2 properly pay wages for all hours worked (including minimum, straight time, and overtime wages),
3 failing to provide all meal and rest breaks to which they were entitled, failing to timely pay wages
4 during employment and upon termination of employment, failing to provide accurate wage statements,
5 failing to reimburse necessary business-related expenses, failing to produce requested employment
6 records, and failing to adhere to other related protections afforded by the California Labor Code and
7 applicable Industrial Welfare Commission Wage Order.

8 26. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
9 should have known that pursuant to California Labor Code sections 1194, 1197, and 1197.1, and the
10 applicable IWC Wage Order, that Plaintiffs, Class Members, and Aggrieved Employees were entitled
11 to receive at least minimum wages for all hours worked and that they were not receiving minimum
12 wages for all hours worked.

13 27. Plaintiffs are informed and believe, and based thereon allege, that Defendants
14 implemented time rounding practices that were not neutral and that said practices were designed to
15 ensure the underpayment of wages, including minimum and overtime wages, to Plaintiffs, Class
16 Members, and Aggrieved Employees. Defendants also implemented policies that prohibited Plaintiffs,
17 Class Members, and Aggrieved Employees from accurately recording the actual time worked,
18 resulting in a failure to pay Plaintiffs, Class Members, and Aggrieved Employees all wages owed.

19 28. Plaintiffs, Class Members, and Aggrieved Employees worked over eight (8) hours in
20 a day and/or forty (40) hours in a week during their employment with Defendants.

21 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
22 should have known that pursuant to California Labor Code sections 510 and 1198, and the applicable
23 IWC Wage Order, Plaintiffs, Class Members, and Aggrieved Employees were entitled to receive
24 certain wages for overtime compensation and that they were not receiving certain wages for overtime
25 compensation.

26 30. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
27 should have known that pursuant to California Labor Code sections 226.7 and 512, and the applicable
28 IWC Wage Order, Plaintiffs, Class Members, and Aggrieved Employees were entitled to receive a

1 meal period or payment of one (1) additional hour of pay at their regular rate of compensation when
2 they were not provided with an uninterrupted meal period of no less than thirty (30) minutes for a
3 work period of more than five hours per day and that Plaintiffs, Class Members, and Aggrieved
4 Employees were entitled to receive a second meal period or payment of one (1) additional hour of pay
5 at their regular rate of compensation when they were not provided with an uninterrupted second meal
6 period of no less than thirty (30) minutes for a work period of more than ten (10) hours per day.
7 However, Plaintiffs, Class Members, and Aggrieved Employees did not receive all meal periods or
8 payment of one (1) additional hour of pay at their regular rate of compensation when a meal period
9 was missed, shortened, taken late, and/or interrupted.

10 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
11 should have known that pursuant to California Labor Code section 226.7 and the applicable IWC
12 Wage Order, Plaintiffs, Class Members, and Aggrieved Employees were entitled to receive all rest
13 periods or payment of one (1) additional hour of pay at their regular rate of compensation when they
14 were not provided with an uninterrupted rest period of no less than ten (10) minutes for every four
15 hours, or major fraction thereof, worked. However, Plaintiffs, Class Members, and Aggrieved
16 Employees did not receive all rest periods or payment of one (1) additional hour of pay at their regular
17 rate of compensation when a rest period was missed, shortened, taken late, and/or interrupted.

18 32. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
19 should have known that they were required to timely pay all wages owed to Plaintiffs, Class Members,
20 and Aggrieved Employees at the correct rate of pay.

21 33. Throughout the time period involved in this case, Defendants regularly failed to pay
22 Plaintiffs, Class Members, and Aggrieved Employees all wages within any time permissible under
23 California law, including, *inter alia*, California Labor Code section 204. Defendants knew or should
24 have known that Plaintiffs, Class Members, and Aggrieved Employees were entitled to receive all
25 wages owed to them during their employment. Plaintiffs, Class Members, and Aggrieved Employees
26 did not receive payment of all wages, including minimum wages, overtime wages, and meal and rest
27 period premiums.

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1 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
2 or should have known that they were required to provide Plaintiffs, Class Members, and Aggrieved
3 Employees with complete and accurate itemized wage statements pursuant to California Labor Code
4 section 226(a) but failed to do so.

5 35. Throughout the time period involved in this case, Defendants regularly failed to keep
6 complete or accurate payroll records for Plaintiffs, Class Members, and Aggrieved Employees.
7 Defendants knew or should have known that Defendants were required to keep complete and accurate
8 payroll records for Plaintiffs, Class Members, and Aggrieved Employees in accordance with
9 California law, but, in fact, did not keep complete and accurate payroll records.

10 36. Throughout the time period involved in this case, Defendants regularly failed to
11 maintain accurate records relating to Plaintiffs, Class Members, and Aggrieved Employees' work
12 periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

13 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
14 should have known that Plaintiffs, Class Members, and Aggrieved Employees were entitled to receive
15 all wages upon termination of employment, including, without limitation, minimum wages, overtime
16 wages, meal period premium wages, and rest period premium wages, and that they did not receive
17 payment of all wages upon termination of employment in violation of California Labor Code sections
18 201 and 202.

19 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
20 should have known pursuant to California Labor Code sections 2800 and 2802 that Plaintiffs, Class
21 Members, and Aggrieved Employees were entitled to reimbursement for necessary business-related
22 expenses, but, in fact, did not reimburse them for necessary business-related expenses.

23 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
24 should have known that pursuant to California Labor Code sections 226 and 1198.5 that Plaintiffs,
25 Class Members, and Aggrieved Employees were entitled to their personnel file, pay records, wage
26 statements, timekeeping records, and other employment-related documents upon written request.

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1 40. Throughout the time period involved in this case, Defendants knew or should have
2 known that they had a duty to compensate Plaintiffs, Class Members, and Aggrieved Employees to
3 California law. Defendants had the financial ability to pay such compensation, but willfully,
4 knowingly, and intentionally failed to do so, in order to increase Defendant's profits.

5 **CLASS ACTION ALLEGATIONS**

6 41. Plaintiffs bring this lawsuit as a class action on behalf of themselves and all others
7 similarly situated, as members of a proposed class pursuant to California Code of Civil Procedure
8 section 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance,
9 and superiority requirements under California Code of Civil Procedure section 382.

10 42. The proposed class is defined as follows:

11 **All current and former hourly-paid and/or non-exempt employees**
12 **who worked for Defendants in the State of California at any time**
13 **during the period from four years prior to the date of the filing of**
14 **the original Complaint until final judgment.**

15 43. Plaintiffs reserve the right to establish additional subclasses as appropriate.

16 44. There is a well-defined community of interest in the litigation and the Class is easily
17 ascertainable.

18 45. The Class is so numerous that the individual joinder of all its members is impracticable.
19 While the exact number and identities of Class Members are unknown to Plaintiffs at this time, the
20 exact numbers of Class Members and their identities can be ascertained through appropriate discovery
21 from records maintained by Defendants and their agents.

22 46. Common questions of fact and law exist as to all Class Members, which predominate
23 over any questions affecting only individual members of the Class. The common legal and factual
24 questions which do not vary from Class Member to Class Member, and which may be determined
25 without reference to the individual circumstances of any Class Member include, but are not limited to,
26 the following:

- 27 i. Whether Defendants had a policy and practice of failing to pay wages (including
28 minimum, straight time, and overtime wages) to Plaintiffs and the other Class Members

- 1 for all hours worked;
- 2 ii. Whether Defendants had a policy and practice of failing to provide meal periods to
- 3 Plaintiffs and the other Class Members;
- 4 iii. Whether Defendants had a policy and practice of failing to provide rest periods to
- 5 Plaintiffs and the other Class Members;
- 6 iv. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in
- 7 the State of California for all hours worked, and for all missed, short, late, and/or
- 8 interrupted meal periods and rest breaks;
- 9 v. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other Class
- 10 Members during their employment;
- 11 vi. Whether Defendants' failure to pay wages, without abatement or reduction, in
- 12 accordance with the California Labor Code, was willful;
- 13 vii. Whether Defendants failed to pay all wages due to Plaintiffs and the other Class
- 14 Members within the required time upon their discharge or resignation;
- 15 viii. Whether Defendants failed to comply with wage reporting as required by the California
- 16 Labor Code; including, *inter alia*, section 226;
- 17 ix. Whether Defendants failed to reimburse Plaintiffs and the other Class Members for
- 18 necessary business-related expenses and costs;
- 19 x. Whether Defendants failed to produce requested employment records to Plaintiffs and
- 20 the other Class Members;
- 21 xi. Whether Defendants' conduct was willful or reckless;
- 22 xii. Whether Defendants engaged in unfair business practices in violation of California
- 23 Business & Professions Code section 17200, *et seq.*;
- 24 xiii. The appropriate amount of damages, restitution, and/or monetary penalties resulting
- 25 from Defendants' violation of California law; and
- 26 xiv. Whether Plaintiffs and the other Class Members are entitled to compensatory damages
- 27 pursuant to the California Labor Code.

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47. Plaintiffs' claims are typical of the claims of the Class, and Plaintiffs' interests are coincident with and not antagonistic to those of the other Class Members Plaintiffs seek to represent. Plaintiffs will fairly and adequately protect the interests of the members of the Class. Plaintiffs have retained attorneys experienced in the prosecution of class actions and Plaintiffs intend to prosecute this action vigorously.

48. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since individual litigation of the claims of all Class Members is impracticable. Even if every Class Member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action, with respect to some or all of the issues presented in this Complaint, presents fewer management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each Class Member.

49. Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the Class Members who are not named in the complaint anonymity that allows for the vindication of their rights.

PAGA ALLEGATIONS

50. PAGA is and was applicable to Defendants' employment of Plaintiffs and the Aggrieved Employees.

51. PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

1 52. Pursuant to PAGA, a civil action may be brought by an “aggrieved employee,” who is
2 any person employed by the alleged violator and against whom one or more of the alleged violations
3 was committed.

4 53. Plaintiffs and the other non-exempt employees are “Aggrieved Employees” as defined
5 by California Labor Code section 2699(c) because they are current or former employees of Defendants
6 against whom one of more of the alleged violations were committed.

7 54. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
8 including Plaintiffs, may pursue a civil action arising under PAGA after the following requirements
9 have been met:

10 a. The aggrieved employee shall give written notice by certified mail (hereinafter
11 “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the
12 California Labor Code alleged to have been violated, including the facts and theories
13 to support the alleged violations.

14 b. The LWDA shall provide notice (“LWDA Response”) to the employer and the
15 aggrieved employee by certified mail that it does not intend to investigate the alleged
16 violation within sixty (60) calendar days of the postmark date of the Employee’s
17 Notice. Upon receipt of the LWDA Response, or if the LWDA Response is not
18 provided within sixty-five (65) calendar days of the postmark date of the Employee’s
19 Notice, the aggrieved employee may commence a civil action pursuant to California
20 Labor Code section 2699 to recover civil penalties in addition to any other penalties to
21 which the employee may be entitled.

22 55. On July 28, 2023, Plaintiff Ortiz provided notice by electronic submission to the
23 LWDA and by certified mail to Defendants regarding the specific provisions of the California Labor
24 Code alleged to have been violated, including the facts and theories to support the alleged violations,
25 pursuant to California Labor Code section 2699.3. **A true and correct copy of Plaintiff Ortiz’s**
26 **Employee’s Notice is attached hereto as Exhibit A.**

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56. On June 20, 2024, Plaintiff Morrison provided notice by electronic submission to the LWDA and by certified mail to Defendants regarding the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, pursuant to California Labor Code section 2699.3. **A true and correct copy of Plaintiff Morrison's Employee's Notice is attached hereto as Exhibit B.**

57. Plaintiffs did not receive an LWDA Response within sixty-five (65) calendar days of providing their Employee's Notices.

58. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of, *inter alia*, California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 432, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802 have been satisfied.

FIRST CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 204, 1194, 1194.2, 1197, AND 1197.1

Unpaid Minimum and Straight Time Wages

(Against All Defendants and DOES 1 – 25)

59. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

60. “Hours worked” is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

61. At all relevant times, Defendants, at times, knowingly failed to pay Plaintiffs and the Class Members, or some of them, compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated provisions of California Labor Code section 1194, and any additional applicable IWC Wage Orders, which require such compensation to non-exempt employees.

62. Accordingly, Plaintiffs and the Class Members are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

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1 63. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 provide
2 that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees,
3 and the payment of a wage less than the minimum so fixed is unlawful. Plaintiffs and the other Class
4 Members were not paid the appropriate minimum wage for all of the hours they worked. Plaintiffs and
5 the other Class Members were not paid the minimum wage for work performed beyond their scheduled
6 shifts, and the wages paid to them were not sufficient to compensate them for all hours they worked
7 at a minimum wage rate on a cumulative basis.

8 64. Defendants failed to pay Plaintiffs and the other Class Members all time earned at the
9 minimum wage rate, by, *inter alia*, (1) requiring Plaintiffs and Class Members to perform minor
10 routine tasks prior to being allowed to clock in or shortly after clock out while Plaintiffs and Class
11 Members were still on Defendants' premises; (2) requiring off-the-clock work during meal and rest
12 periods; and (3) contacting Plaintiffs and Class Members outside of work hours to discuss work
13 matters, thus ensuring that the minimum wage rate, regular rate, overtime rate would be inadequate.

14 65. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiffs
15 and the other Class Members for all hours they worked in violation of California Labor Code sections
16 1194, 1197, and 1197.1.

17 66. Defendants' failure to pay Plaintiffs and the other Class Members the minimum wage
18 as required violates California Labor Code sections 1194, 1197 and 1197.1. Pursuant to those sections,
19 Plaintiffs and the other Class Members are entitled to recover the unpaid balance of their minimum
20 wage compensation, as well as interest, costs, and attorney's fees.

21 67. By failing to keep adequate time records required by California Labor Code section
22 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation
23 due to Plaintiffs and the Class Members.

24 68. California Labor Code section 204 requires employers to provide employees with all
25 wages due and payable twice a month. Throughout the statute of limitations period applicable to this
26 cause of action, Plaintiffs and the Class Members were entitled to be paid twice a month at rates
27 required by law, including minimum and straight time wages. However, Defendants failed and refused
28 to pay Plaintiffs and the Class Members, or some of them, all such wages due and failed to pay those

1 wages twice a month.

2 69. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other Class
3 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
4 unpaid and interest thereon.

5 70. Plaintiffs and the Class Members are also entitled to seek recovery of all unpaid
6 minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to
7 California Labor Code sections 218.5, 218.6, and 1194(a).

8 **SECOND CAUSE OF ACTION**

9 **VIOLATION OF CAL. LABOR CODE §§ 510, 1194, AND 1198**

10 **Unpaid Overtime**

11 **(Against All Defendants and DOES 1 – 25)**

12 71. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
13 allegations in all preceding paragraphs.

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

18 73. Specifically, the applicable IWC Wage Order provides that Defendants were required
19 to pay Plaintiffs and the other Class Members at the rate of time-and-one-half for all hours worked in
20 excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

21 74. The applicable IWC Wage Order further provides that Defendants were required to pay
22 Plaintiffs and the other Class Members overtime compensation at a rate of two (2) times their regular
23 rate of pay for all hours worked in excess of twelve (12) hours in a day.

24 75. California Labor Code section 510 codifies the right to overtime compensation at one-
25 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
26 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to
27 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours
28 in a day or in excess of eight (8) hours in a day on the seventh day of work.

76. During the relevant time period, Plaintiffs and the other Class Members regularly worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week. However, Defendants did not record Plaintiffs and the other Class Members' actual hours worked and intentionally and willfully failed to pay all overtime wages owed to Plaintiffs and the other Class Members. Defendants' failure to pay overtime wages included, *inter alia*, (1) requiring Plaintiffs and Class Members to perform minor routine tasks prior to being allowed to clock in or shortly after clock out while Plaintiffs and Class Members were still on Defendants' premises; (2) requiring off-the-clock work during meal and rest periods; and (3) contacting Plaintiffs and Class Members outside of work hours to discuss work matters, thus ensuring that the minimum wage rate, regular rate, overtime rate would be inadequate.

77. Defendants' failure to pay Plaintiffs and the other Class Members as outlined above violates California Labor Code sections 510 and 1198 and is therefore unlawful.

78. By failing to keep adequate time records required by California Labor Code section 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiffs and the Class Members.

79. California Labor Code section 204 requires employers to provide employees with all wages due and payable twice a month. The IWC Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs and the Class Members with all compensation due, in violation of California Labor Code section 204.

80. Pursuant to California Labor Code section 1194, Plaintiffs and the other Class Members are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 226.7 AND 512

Failure to Provide Meal Periods

(Against All Defendants and DOES 1 – 25)

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1 81. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
2 allegations in all preceding paragraphs.

3 82. At all relevant times herein set forth, the applicable IWC Wage Order(s) and California
4 Labor Code sections 226.7 and 512 were applicable to Plaintiffs and the other Class Members'
5 employment by Defendants.

6 83. At all relevant times herein set forth, California Labor Code section 226.7 provides that
7 no employer shall require an employee to work during any meal period mandated by an applicable
8 IWC Order.

9 84. At all relevant times herein set forth, California Labor Code section 512(a) provides
10 that an employer may not require, cause, or permit an employee to work for a period of more than five
11 (5) hours per day without providing the employee with a meal period of not less than thirty (30)
12 minutes, except that if the total work period per day of the employee is not more than six (6) hours,
13 the meal period may be waived by mutual consent of both the employer and the employee.

14 85. At all relevant times, California Labor Code section 512(a) further provides that an
15 employer may not require, cause, or permit an employee to work a work period of more than ten (10)
16 hours per day without providing the employee with a second uninterrupted meal period of not less
17 than thirty (30) minutes, except if the total hours worked is no more than twelve (12) hours, the second
18 meal period may be waived by mutual consent of the employer and the employee only if the first meal
19 period was not waived.

20 86. During the relevant time period, Plaintiffs and the other Class Members who were
21 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
22 legally-mandated meal periods by mutual consent, were required to work for periods longer than five
23 (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

24 87. During the relevant time period, Plaintiffs and the other Class Members
25 who were scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve
26 (12) hours, and who did not waive their legally-mandated meal periods by mutual consent,
27 were required to work for periods longer than ten (10) hours without an uninterrupted meal period of
28 not less than thirty (30) minutes.

88. During the relevant time period, Defendants intentionally and willfully required Plaintiffs and the other Class Members to work during meal periods and failed to compensate Plaintiffs and the other Class Members for work performed during meal periods. As a result, Plaintiffs worked through meal periods, took late meal periods, took interrupted meal periods, or took short meal periods, if at all. Defendants failed to provide proper meal periods, and any meal periods provided were late, short, interrupted, took place in settings wherein Defendants did not allow Plaintiffs or Class Members to leave Defendants' premises, or the meal periods were otherwise non-compliant with California law.

89. During the relevant time period, Defendants failed to pay Plaintiffs and the other Class Members all meal period premiums due pursuant to California Labor Code section 226.7 and 512. Defendants' conduct violates the applicable IWC Wage Order(s) and California Labor Code sections 226.7 and 512.

90. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each workday that a meal period was not provided.

FOURTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 226.7

Failure to Provide Rest Periods

(Against All Defendants and DOES 1 – 25)

91. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

92. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs and the other Class Members' employment by Defendants.

93. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

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

6 95. Pursuant to the applicable IWC Wage Order and California Labor Code section
7 226.7(b), Plaintiffs and the other Class Members were entitled to recover from Defendants one (1)
8 additional hour of pay at their regular hourly rate of compensation for each workday that the rest period
9 was not provided.

10 96. During the relevant time period, Defendants required Plaintiffs and the other Class
11 Members to work three and one-half (3 ½) or more hours without authorizing or permitting a ten (10)
12 minute rest period per each four (4) hour period, or major fraction thereof, worked. Defendants failed
13 to authorize and permit Plaintiffs and Class Members’ third legally-complaint 10-minute rest period
14 on days where Plaintiffs and other Class Members worked more than ten (10) hours in a day.

15 97. During the relevant time period, Defendants willfully required Plaintiffs and the other
16 Class Members to work during rest periods. Defendants failed to relieve Plaintiffs and the other Class
17 Members of all duties such that they could take compliant rest breaks. As a result, Plaintiffs worked
18 through rest periods, took late rest periods, took interrupted rest periods, or took short rest periods, if
19 at all. Defendants failed to provide proper rest periods, and any rest periods provided were late, short,
20 interrupted, took place in settings wherein Defendants did not allow Plaintiffs or Class Members to
21 leave Defendants’ premises, or the rest periods were otherwise non-compliant with California law.

22 98. Defendants also had no policy and/or practice to pay a premium when rest periods were
23 missed, short, late, and/or interrupted, or otherwise failed to comply with California law, and thus
24 failed to pay Plaintiffs and the other Class Members the full rest period premium due in violation of
25 California Labor Code section 226.7.

26 99. Defendants’ conduct violates the applicable IWC Wage Orders and California Labor
27 Code section 226.7.

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100. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiffs and the other Class Members are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each workday that a rest period was not provided.

FIFTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 204 AND 210

Wages Not Timely Paid During Employment

(Against All Defendants and DOES 1 – 25)

101. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

102. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and 26th day of the month during which the labor was performed.

103. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

104. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

105. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and other Class Members all wages due to them, within any time period permissible under California Labor Code section 204.

106. Plaintiffs and other Class Members are entitled to recover all available remedies for Defendant's violations of California Labor Code section 204, including statutory penalties pursuant to Labor Code section 210(b).

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SIXTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE § 226

Failure to Provide Accurate Wage Statements

(Against All Defendants and DOES 1 – 25)

107. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

108. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of its employees an accurate itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, total hours worked, and all applicable hourly rates.

109. Defendants have intentionally and willfully failed to provide Plaintiffs and the other Class Members with complete and accurate wage statements. The deficiencies include, among other things, the failure to state all hours worked, the failure to state the actual gross wages earned, and the correct rates of pay. Accordingly, Defendants violated California Labor Code 226(a).

110. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs and the other Class Members have suffered injury and damage to their statutorily protected rights.

111. Specifically, Plaintiffs and the other Class Members have been injured by Defendants' intentional violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate number of total hours worked on wage statements, Plaintiffs and the other Class Members been prevented by Defendants from determining if all hours worked were paid and the extent of the underpayment. Plaintiffs had to file this lawsuit, and will further have to conduct discovery, reconstruct time records, and perform computations in order to analyze whether in fact Plaintiffs and the other Class Members were paid correctly and the extent of the underpayment, thereby causing Plaintiffs to incur expenses and lost time. Plaintiffs would not have had to engage in these efforts and incur these costs had Defendants provided the accurate number of total hours worked. This has also delayed Plaintiffs' ability to demand and recover the underpayment of wages from Defendants.

112. Plaintiffs and the other Class Members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000).

SEVENTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 201, 202, AND 203

Final Wages Not Timely Paid

(Against All Defendants and DOES 1 – 25)

113. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

114. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 mandates that if an employee quits, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

115. California Labor Code section 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code sections 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than thirty (30) days.

116. At the time that Plaintiffs and the other Class Members' employment with Defendants ended, Defendants knowingly and willfully failed to pay Plaintiffs and the other Class Members all wages owed to them pursuant to California Labor Code sections 201 and 202, including, without limitation, minimum wages, overtime wages, meal period premium wages, and rest period premium wages, and all wages due to Plaintiffs and Class Members as they became due, as required per California Labor Code sections 204.

117. As a result, Plaintiffs and the other Class Members are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code section 203, together with interest thereon, as well as other available remedies.

118. Pursuant to California Labor Code sections 218.5, 218.6, and 1194, Plaintiffs and the other Class Members are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

EIGHTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 2800 AND 2802

Failure to Reimburse Necessary Business Expenses

(Against All Defendants and DOES 1 – 25)

119. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

120. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

121. Plaintiffs and the other Class Members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to the use of personal cell phones for work-related purposes. Defendants allowed Plaintiffs and Class Members to make expenditures, such as receiving calls on personal mobile devices for work purposes, for Defendant's benefit without reimbursement to Plaintiffs or the other Class Members.

122. Defendants intentionally and willfully failed to reimburse Plaintiffs and the other Class Members for all necessary business-related expenses and costs. Plaintiffs and the other Class Members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of her employment, plus interest accrued from the date on which Plaintiffs and the other Class Members incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

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1 **NINTH CAUSE OF ACTION**

2 **VIOLATION OF CAL. LABOR CODE §§ 226 and 1198.5**

3 **Failure to Produce Requested Employment Records**

4 **(Against All Defendants and DOES 1 – 25)**

5 123. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
6 allegations in all preceding paragraphs.

7 124. Pursuant to California Labor Code section 226, current and former employees have the
8 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable
9 request to their employer. Under this statute, an employer that receives a request to inspect or receive
10 a copy of records pertaining to a current or former employee must comply with the request as soon as
11 practicable, but no later than twenty-one (21) calendar days from the date of the request.

12 125. Pursuant to California Labor Code section 1198.5(a), every current and former
13 employee, or his or her representative, has the right to inspect and receive a copy of the personnel
14 records that the employer maintains relating to the employee's performance or to any grievance
15 concerning the employee. Under this statute, upon written request from a current or former employee
16 or his or her representative, an employer must make the contents of those personnel records available
17 for inspection or provide a copy of the personnel records to the current or former employee, or his or
18 her representative, not later than thirty (30) calendar days from the date the employer receives the
19 written request, subject to some limited exceptions. Failure to comply with these requests allows for a
20 civil penalty seven hundred fifty dollars (\$750), pursuant to California Labor Code sections 1198.5(k)
21 and 226(f).

22 126. Plaintiffs sent written requests through Plaintiffs' counsel to Defendants for Plaintiffs'
23 payroll records, timecards, and personnel records. However, Plaintiffs did not receive the requested
24 records pursuant to the deadline prescribed in California Labor Code section 226.
25 Accordingly, Defendants violated California Labor Code sections 226 and 1198.5 by failing to timely
26 produce the required records requested by Plaintiffs.

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127. On information and belief, Defendants' failure to provide Plaintiffs with Plaintiffs' requested employment records is not an isolated incident but was instead consistent with Defendants' practice that applied to Plaintiffs and the Class Members, or some of them.

128. Pursuant to California Labor Code section 1198.5, Plaintiffs and the Class Members are entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants, injunctive relief in the form of compliance with California Labor Code section 1198.5, and attorneys' fees and costs.

129. Pursuant to California Labor Code section 226, Plaintiffs and the Class Members are entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants, injunctive relief in the form of compliance with section 226, and attorneys' fees and costs.

TENTH CAUSE OF ACTION

VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *ET. SEQ.*

Unfair and Unlawful Business Practices

(Against All Defendants and DOES 1 – 25)

130. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

131. Each and every one of Defendants' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to Defendants' failure and refusal to pay minimum wages, Defendants' failure and refusal to pay overtime compensation, Defendants' failure and refusal to provide required meal periods, Defendants' failure and refusal to provide required rest periods, Defendants' failure to timely pay wages at the correct rate during employment, Defendants' failure and refusal to furnish accurate itemized wage statements, Defendants' failure and refusal to reimburse business-related expenses, Defendants' failure and refusal to produce requested employment records, and Defendants' failure to timely pay wages upon termination constitutes an unfair and unlawful business practice under California Business and Professions Code § 17200 *et seq.*

132. Defendants' violations of California wage and hour laws constitute an unfair and unlawful business practice because Defendants' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiffs

1 and the other Class Members.

2 133. Defendants have avoided payment of overtime wages, minimum wages, meal period
3 premiums, rest period premiums, timely wages at the correct rate of pay, and other benefits as required
4 by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage
5 Order. Further, Defendants have failed to record, report, and pay the correct sums of assessment to
6 the state authorities under the California Labor Code and other applicable regulations.

7 134. As a result of Defendants' unfair and unlawful business practices, Defendants have
8 reaped unfair and illegal profits during Plaintiffs and the other Class Members' tenure at the expense
9 of Plaintiffs, the other Class Members, and members of the public. Defendants should be made to
10 disgorge its ill-gotten gains and to restore them to Plaintiffs and the other Class Members.

11 135. Defendants' unfair and unlawful business practices entitle Plaintiffs and the other Class
12 Members to seek preliminary and permanent injunctive relief, including but not limited to orders that
13 Defendants account for, disgorge, and restore to Plaintiffs and the other Class Members the wages and
14 other compensation unlawfully withheld from them. Plaintiffs and the other Class Members are
15 entitled to restitution of all monies to be disgorged from Defendants in an amount according to proof
16 at the time of trial.

17 **ELEVENTH CAUSE OF ACTION**

18 **VIOLATION OF CAL. LABOR CODE §§ 2698, *ET SEQ.***

19 **California Labor Code Private Attorneys General Act of 2004**

20 **(Against All Defendants and DOES 1 – 25)**

21 136. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
22 allegations in all preceding paragraphs.

23 137. Plaintiffs bring this action on a representative basis on behalf of other Aggrieved
24 Employees and the State of California, in Plaintiffs' capacities as private attorney generals pursuant
25 to the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*

26 138. PAGA expressly provides for a private right of action to recover civil penalties for
27 violations of the California Labor Code as follows: "*Notwithstanding any other provision of law, any*
28 *provision of this code that provides for a civil penalty to be assessed and collected by the Labor and*

1 *Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies,*
2 *or employees, for a violation of this code, may, as an alternative, be recovered through a civil action*
3 *brought by an aggrieved employee on behalf of himself or herself and other current or former*
4 *employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).*

5 139. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
6 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
7 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

8 140. Plaintiffs and the other hourly-paid and/or non-exempt employees are “Aggrieved
9 Employees” as defined by California Labor Code section 2699(c) in that they are all current or former
10 employees of Defendants, and one or more of the alleged violations were committed against them.

11 141. Defendants’ conduct, as alleged herein, violates numerous sections of the California
12 Labor Code, including, but not limited to, the following:

- 13 a. Violation of California Labor Code sections 510 and 1198 for failure to pay overtime
14 wages, as set forth more fully above;
- 15 b. Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to pay
16 minimum wages, as set forth more fully above;
- 17 c. Violation of California Labor Code sections 226.7 and 512(a) for failure to provide
18 legally required meal periods, as set forth more fully above;
- 19 d. Violation of California Labor Code sections 226.7 and 512(a) for failure to pay
20 required meal period premiums, as set forth more fully above;
- 21 e. Violation of California Labor Code section 226.7 for failure to provide legally required
22 rest periods, as set forth more fully above;
- 23 f. Violation of California Labor Code section 226.7 for failure to pay required rest period
24 premiums, as set forth more fully above;
- 25 g. Violation of California Labor Code section 204 and 210 for failure to timely pay wages
26 to Plaintiffs and Aggrieved Employees during employment, as set forth more fully
27 above;

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- 1 h. Violation of California Labor Code sections 201, 202, and 203 for failure to pay all
2 wages at time of discharge from employment, as set forth more fully above;
3 i. Violation of California Labor Code section 226(a) for failure to provide accurate wage
4 statements to Plaintiffs and Aggrieved Employees, as set forth more fully above;
5 j. Violation of California Labor Code section 1174(d) for failure to keep complete and
6 accurate payroll records relating to Plaintiffs and Aggrieved Employees;
7 k. Violation of California Labor Code sections 2800 and 2802 for failure to reimburse
8 Plaintiffs and Aggrieved Employees for necessary business-related expenses and costs,
9 as set forth more fully above; and
10 l. Violation of California Labor Code sections 226 and 1198.5 for failure to produce
11 requested employment records, as set forth more above.

12 142. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3,
13 and 2699.5, Plaintiffs, acting in the public interest as private attorney generals, seek assessment and
14 collection of civil penalties for Plaintiffs, all Aggrieved Employees, and the State of California against
15 Defendants for violations of California Labor Code sections set forth herein, including penalties under
16 California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, and 1197.1, penalties
17 under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided
18 by the California Labor Code and/or other statutes.

19 143. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
20 Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for
21 the enforcement of labor laws and education of employers and employees about their rights and
22 responsibilities and twenty-five (25%) to the Aggrieved Employees.

23 144. Plaintiffs retained counsel to file this court action, and to assess and collect the civil
24 penalties owed by Defendants. Plaintiffs therefore seek an award of reasonable attorneys' fees and
25 costs pursuant to California Labor Code sections 210, 218.5, and 2699(g)(1), and any other applicable
26 statute.

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1 **DEMAND FOR JURY TRIAL**

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

3 **PRAYER FOR RELIEF**

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

6 **Class Certification**

- 7 1. That this action be certified as a class action as to the first ten causes of action;
8 2. That Plaintiffs be appointed as the representatives of the Class as to the first ten causes
9 of action;
10 3. That counsel for Plaintiffs be appointed as Class Counsel; and
11 4. That Defendants immediately provide to Class Counsel the names and most current/last
12 known contact information (addresses, e-mails, and telephone numbers) of all Class Members.

13 **As to the First Cause of Action**

- 14 5. That the Court declare, adjudge, and decree that Defendants violated California Labor
15 Code sections 204, 1194, 1194.2, 1197, and 1197.1 by willfully failing to pay minimum and straight
16 time wages to Plaintiffs and the other Class Members;
17 6. For general unpaid wages and such general and special damages as may be appropriate;
18 7. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
19 Plaintiffs and the other Class Members in the amount as may be established according to proof at trial;
20 8. For pre-judgment interest on any unpaid compensation from the date such amounts
21 were due;
22 9. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
23 Labor Code section 1194(a);
24 10. For liquidated damages pursuant to California Labor Code section 1194.2; and
25 11. For such other and further relief as the Court may deem just and proper.

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As to the Second Cause of Action

12. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other Class Members;

13. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

14. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512 and the applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other Class Members;

18. That the Court make an award to Plaintiffs and the other Class Members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due;

22. For reasonable attorneys' fees and costs of suit incurred herein; and

23. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

24. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other Class Members;

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1 25. That the Court make an award to Plaintiffs and the other Class Members of one (1)
2 hour of pay at each employee's regular rate of compensation for each workday that a rest period was
3 not provided;

4 26. For all actual, consequential, and incidental losses and damages, according to proof;

5 27. For premium wages pursuant to California Labor Code section 226.7(c);

6 28. For pre-judgment interest on any unpaid wages from the date such amounts were due;
7 and

8 29. For such other and further relief as the Court may deem just and proper.

9 **As to the Fifth Cause of Action**

10 30. That the Court declare, adjudge, and decree that Defendants violated California Labor
11 Code section 204 by willfully failing to pay all compensation owed at the time required by California
12 Labor Code section 204 to Plaintiffs and the Class;

13 31. For statutory penalties pursuant to California Labor Code section 210; and

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

15 **As to the Sixth Cause of Action**

16 33. That the Court declare, adjudge, and decree that Defendants violated the record keeping
17 provisions of California Labor Code section 226(a) and the applicable IWC Wage Orders as to
18 Plaintiffs and the other Class Members, and willfully failed to provide accurate itemized wage
19 statements thereto;

20 34. For actual, consequential, and incidental losses and damages, according to proof;

21 35. For statutory penalties pursuant to California Labor Code section 226(e);

22 36. For injunctive relief to ensure compliance with this section, pursuant to
23 California Labor Code section 226(g); and

24 37. For such other and further relief as the Court may deem just and proper.

25 **As to the Seventh Cause of Action**

26 38. That the Court declare, adjudge, and decree that Defendants violated California Labor
27 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
28 termination of the employment of Plaintiffs and the other Class Members no longer employed by

Defendants;

39. For all actual, consequential, and incidental losses and damages, according to proof;

40. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and the other Class Members who have left Defendants' employ;

41. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

42. For such other and further relief as the Court may deem just and proper.

As to the Eight Cause of Action

43. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other Class Members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

44. For actual, consequential, and incidental losses and damages, according to proof;

45. For the imposition of civil penalties and/or statutory penalties;

46. For punitive damages and/or exemplary damages according to proof at trial;

47. For reasonable attorneys' fees and costs of suit incurred herein; and

48. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

49. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226 and 1198.5 by willfully failing to produce employment records;

50. For statutory penalties pursuant to California Labor Code sections 226(f) and 1198.5(k);

51. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code sections 226(h) and 1198.5(l);

52. For reasonable attorneys' fees and for costs of suit incurred herein; and

53. For such other and further relief as the Court may deem equitable and appropriate.

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1 **As to the Tenth Cause of Action**

2 54. That the Court declare, adjudge, and decree that Defendants violated the following
3 California Labor Code sections as to Plaintiffs and the other Class Members: 204, 1194, 1194.2, 1197,
4 and 1197.1 (by failing to pay minimum and straight time wages); 510, 1194, and 1198 (by failing to
5 pay overtime wages); 226.7 and 512 (by failing to provide meal and rest periods or compensation in
6 lieu thereof); 204 and 210 (by failing to timely pay wages during employment); 226 (by failing to
7 provide accurate wage statements); 201, 202, and 203 (by failing to pay all wages owed upon
8 termination); 2800 and 2802 (by failing to reimburse business-related expenses); and 226 and 1198.5
9 (by failing to produce requested employment records);

10 55. For restitution of unpaid wages to Plaintiffs and all the other Class Members and all
11 pre-judgment interest from the day such amounts were due and payable;

12 56. For the appointment of a receiver to receive, manage, and distribute any and all funds
13 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a
14 result of violation of California Business and Professions Code sections 17200, *et seq.*;

15 57. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
16 Code of Civil Procedure section 1021.5; and

17 58. For injunctive relief to ensure compliance with this section, pursuant to California
18 Business and Professions Code sections 17200, *et seq.*

19 **As to the Eleventh Cause of Action**

20 59. For the imposition of civil penalties pursuant to California Labor Code sections 2699,
21 210, 558, 226, 226.3, 1174.5, and 1197.1, and all other penalties allowed by the California Labor Code
22 and/or other applicable statutes;

23 60. For statutory attorneys' fees and costs pursuant to sections 210, 218.5, and 2699(g)(1)
24 of the California Labor Code; and

25 61. For such other further relief as the Court may deem proper.

26 Dated: May 1, 2026

BLACKSTONE LAW, APC

27
28 By: James Winn
Barbara DuVan-Clarke, Esq.

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Danielle GruppChang, Esq.
P.J. Van Ert, Esq.
Alexandra Rose, Esq.
James S. Winn Jr, Esq.

Attorneys for Plaintiff
MAYRA ORTIZ

Dated: May 1, 2026

WILSHIRE LAW FIRM

By: Jeffery C. Bils
John G. Yslas, Esq.
Jeffery C. Bils, Esq.

Attorneys for Plaintiff
YI MORRISON

EXHIBIT A

July 28, 2023

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Ortiz v. Young Men's Christian Association of San Francisco a/k/a Y.M.C.A. of San Francisco*

Dear Representative:

This office represents Mayra Ortiz ("Claimant") with respect to her claims under the California Labor Code against the Young Men's Christian Association of San Francisco a/k/a Y.M.C.A. of San Francisco (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as "Employer"). This letter is being sent simultaneously to Employer by certified mail.

Employer employed Claimant from approximately August 2016 through approximately August 2022, as a non-exempt, hourly-paid employee. During Claimant's employment with Employer, Claimant worked at Employer's locations in the city of San Francisco, though Employer has approximately fifteen locations in the Bay Area, seven of which are currently listed as being located in the city of San Francisco. Claimant performed various duties in a coordinator position for Employer's after school programs, such as formal program and activity involvement, and more informal assignments such as assisting enrollee students with homework. Claimant's schedule varied over time, but often started in or around 9:30 a.m., and ended after 6:30 p.m. Claimant's final rate of pay was approximately \$24.00 per hour.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"). Claimant is seeking penalties on behalf of Claimant and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employer in the State of California during the relevant statutory period ("Aggrieved Employees"). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant's notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employer violated several of California's wage and hour laws during Claimant's employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 2800, 2802, and the Industrial Welfare Commission Wage Orders ("IWC Wage Order"). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer has engaged in unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Employer failed to pay employees for all hours worked. For example, Employer: (1) required Claimant and Aggrieved Employees to perform minor routine tasks prior to being allowed to clock in or shortly after clock out while Claimant and Aggrieved Employees were still on Employer's premises; (2) required off-the-clock work during meal and rest periods; and (3) contacted Claimant and Aggrieved Employees outside of work hours to discuss work matters, thus ensuring that the minimum wage rate, regular rate, overtime rate would be inadequate. Employer's practice resulted in the systematic underpayment of wages (including minimum wages, straight time/regular wages and overtime wages) to Claimant and Aggrieved Employees who were denied wages for all time worked.

Due to the practices described herein, Employer failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation.

As a result of the foregoing practices, Employer has failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated the applicable IWC Wage Orders as well as California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the penalties paragraph of the IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employer failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees sometimes were not provided with first meal periods after five (5) hours per day and/or second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Said meal periods failed to comply with California law because they were not given, late, interrupted, or Claimant or Aggrieved Employees were not able to leave the premises.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer prohibited Claimant and other Aggrieved Employees from leaving their assigned work areas during meal periods; and (7) Employer's policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employer violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the penalties paragraph of the applicable IWC Wage Order; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes must for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employer failed to authorize and permit Claimant and other Aggrieved Employees to take complete rest periods—compliant with all California laws—including, as appropriate, their third legally-compliant 10-minute rest period on days where Claimant and the other Aggrieved Employees worked more than ten (10) hours in a day. Employer sometimes required Claimant and other Aggrieved Employees to work through their third rest periods, as well as not providing rest periods, rest periods that were late, rest periods that were interrupted, rest periods where Claimant and/or Aggrieved Employees could not leave the premises, or rest periods that were otherwise non-compliant with California law Claimant and other Aggrieved Employees were thus not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Claimant and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included times when Claimant and/or Aggrieved Employees had to simply work through a rest period such as a third rest period where it

was appropriate for Employer to provide one; (7) Employer prohibited Claimant and other Aggrieved Employees from leaving their assigned work areas during rest periods or otherwise relieved Claimant and other Aggrieved Employees of all duties and allow them to leave Employer's premises; and (8) Employer's policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employer violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; the penalties section of the applicable IWC Wage Order; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employer has failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (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, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Accordingly, Employer violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employer has failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; the penalties section of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. These costs included the usage of personal cell phones for work-related purposes without reimbursement after Employer allowed Claimant and Aggrieved Employees to make expenditures—including receiving calls for work purposes—for Employer's benefit.

Accordingly, Employer violated the applicable IWC Orders and California Labor Code sections 2800 and 2802.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

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

During the relevant time period, upon the termination of employment, Claimant and Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours for those who were terminated or within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Claimant or the Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employer also failed to pay Claimant or the Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employer violated California Labor Code sections 201 and 202.

Claimant and the Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an "aggrieved" employee affected by at least one Labor Code

violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employer is in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employer for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employer's alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW



Alexander K. Spellman, Esq.

Cc: By U.S. Certified Mail, Return Receipt Requested

Young Men's Christian Association of San Francisco
169 Steuart Street
San Francisco, CA 94105

Young Men's Christian Association of San Francisco
Attn: CT Corporation System, Agent for Service of Process
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

///

EXHIBIT B

WILSHIRE LAW FIRM, PLC

3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010
Tel: (213) 381-9988
Fax: (213) 381-9989
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Jon Teller, Esq.	Jeffrey Bils, Esq.
Tae Kim, Esq.	Nathan Kingery, Esq.
Daniel DeSantis, Esq.	Elizabeth Votra, Esq.
Jennifer P. Burkes, Esq.	Benjamin Haber, Esq.
Mary Caruso, Esq.	Ghazaleh Attaran, Esq.
Johnny Ogata, Esq.	Adam Sherman, Esq.
Nicol Hajjar, Esq.	Jesenia Martinez, Esq.
Stephanie Mazepa, Esq.	Arrash Fattahi, Esq.
Brad Stuckey, Esq.	Jesse Chen, Esq.
Thiago Coelho, Esq.	Arsine Grigoryan, Esq.
Cameron Stewart, Esq.	
Shahin Rezvan, Esq.	

June 20, 2024

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

C T Corporation System
Agent for Service of Process
Young Men's Christian Association
of San Francisco
330 N. Brand Blvd., Ste. 700
Glendale, CA 91203
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6620 2539 45

Young Men's Christian Association
of San Francisco
169 Steuart Street
San Francisco, CA 94105
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6620 2539 52

Young Men's Christian Association of San
Francisco dba YMCA of San Francisco
333 Eucalyptus Drive
San Francisco, CA 94132
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6620 2539 69

Re: ***Yi Morrison v. Young Men's Christian Association of San Francisco dba YMCA of San Francisco***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Yi Morrison ("Ms. Morrison" or "Employee") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Employee's former employers, Young Men's Christian Association of San Francisco dba YMCA of San Francisco ("YMCA" or "Employers"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employers engaged in with respect to Employee and some or potentially all of Employers' Aggrieved Employees.

Ms. Morrison wishes to pursue this action on behalf of Employee as Aggrieved Employees, on behalf of the State of California, as well as on behalf of some or potentially all other persons who worked for YMCA in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Employee and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Ms. Morrison's Employment with YMCA

YMCA is a nonprofit organization that provides programs and events that build a healthy spirit, mind, and body for all. Employee worked as a wellness coordinator. Employee's primary job function was to create an engaging and supportive environment through successful implementation and management of wellness and personal training programs. In performing Employee's duties, Employee was regularly required to perform work (off-the-clock), without compensation. Due to high workloads, Employee was also frequently deprived of an opportunity to take legally compliant meal and rest breaks. Employers failed to provide Employee and other Aggrieved Employees with the meal and rest break premiums they were entitled to under the Labor Code. Additionally, Employee necessarily incurred business-related expenses, but Employers failed to reimburse such business-related expenses. These are just non-exhaustive examples of the facts and theories the Employee asserts, which are described in more detail below.

Employers own/owned and operate/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to Employers' business in California, Employers are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Ms. Morrison is a resident of San Francisco, California who worked for Employers in San Francisco County, California as an hourly-paid, non-exempt employee from approximately August 2019 to approximately August 2023.

During Employee's employment for Employers, Employers paid Employee an hourly wage and classified Employee as non-exempt from overtime. Employers typically scheduled Employee to work at least five days in a workweek and at least eight hours per day, but Employee also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employee's employment, Employers failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employee with legally compliant meal periods, failed to authorize and permit Employee to take rest periods, failed to timely pay all final wages to Employee when Employers terminated Employee's employment, failed to furnish accurate wage statements to Employee, failed to indemnify Employee for business expenditures, and failed to timely produce Employee's requested employment records. As discussed below, Employee's experience working for Employers was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employers at times failed to pay Employee and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. Employers at times required Employee and the Aggrieved Employees, or some of them, to work “off-the-clock,” uncompensated, by, for example, requiring Employee and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring Employee and the Aggrieved Employees to perform work before clocking in and/or after clocking out. Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Employers at times failed to properly calculate Employee’s regular rate of pay when paying overtime, by failing to include all compensation in Employee’s overtime calculations. In failing to pay for all hours worked, Employers also failed to maintain accurate records of the hours Employee and the Aggrieved Employees, or some of them, worked.

Throughout the statutory period, Employers also engaged, at times, in a practice of improper rounding. Under *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, because Employers could and did track the exact time in minutes that Employee worked, they must pay for all time worked. When an employer uses an electronic timekeeping system to record time worked, this ability to “precisely capture time worked” means that “the employer must pay the employee for that worktime when due.” (*Id.* at 671.) As a result of Employers’ rounding policy, Employee consistently was not compensated at least minimum wage for all hours that Employee worked.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Despite these legal requirements, Employers at times wrongfully failed to provide Employee and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods). Employers also continued to assert control over Employee and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employee and the Aggrieved Employees, or some of them, permission to take a meal period under the conditions required by law, and without properly compensating Employee and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. Employers also did not inform Employee of Employee’s right to, nor permitted Employee to take, all of Employee’s second meal periods when Employee worked at least ten hours of work in a workday and otherwise unlawfully pressured Employee to waive such breaks. Accordingly, Employers at times failed to provide meal periods to Employee and the Aggrieved Employees, or some of them, in compliance with California law.

Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employers at times have wrongfully failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employers at times required Employee and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employers' authorizing and permitting Employee to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employee and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted.

Instead, Employers at times continued to assert control over Employee and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or at times by denying Employee and the Aggrieved Employees, or some of them, permission to take a rest period. Accordingly, Employers at times failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law. Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure at times to pay Employee and the Aggrieved Employees, or some of them, for all wages as discussed above, Employers also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were

entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, Employers failed and refused to pay the Employee all wages due, and failed to pay those wages twice a month, in that Employee was not paid all wages for all meal periods not provided by Employers, all wages for all rest periods not authorized and permitted by Employers, and all wages for all hours worked. As a result, Employers owe Employee the legally required wages for unpaid wages, and Employee and the Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employee seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employers, however, at times failed to maintain accurate records of hours worked and all meal periods taken or missed by Employee and the Aggrieved Employees, or some of them.

Employers' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Employee and the Aggrieved Employees, or some of them, the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Employers' records. Therefore, Employee and the Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employers. As a direct result, Employee and the Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Employers to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Employers' knowing failure, at times, to comply with the California Labor Code and applicable IWC Wage Orders, Employee and the Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

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

Within the applicable statute of limitations, the employment of Employee and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the

employment of others will be terminated. However, during the relevant time period, Employers at times failed, and continue at times to fail, to pay Employee and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employers' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Employers' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Employee and the Aggrieved Employees, or some of them, are entitled to recover from Employers their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized 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. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Employers at times failed to, and continue at times to fail, to timely furnish Employee and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employers at times violated Labor Code § 226, Employee and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Employee and similarly Aggrieved Employees, or some of them, are entitled to recover from Employers the greater of their actual damages caused by Employers' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee. Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employers at times wrongfully required Employee and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct discharge of their duties for Employers. Employee and the Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses. Employee and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Employers, but Employers failed to indemnify Employee and the Aggrieved Employees, or some of them, for these employment-related expenses.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employee and the Aggrieved Employees, or some of them, for necessary business expenditures.

Failure to Produce Requested Employment Records

Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § 1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employees' performance or to any grievance concerning the employee.

Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request. On information and belief, Employee and the Aggrieved Employees, or some of them, submitted written request(s) to Employers for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 226(f), 1198.5(k), and 2699 for failing to timely produce the requested records.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep “accurate and complete” payroll records showing, among other things, the hours worked daily by Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employee and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by Employee and Aggrieved Employees, or some of them, by virtue of Employers’ time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices.

Employers failed at times and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of Employers’ failure to relieve Employee and Aggrieved Employees, or some of them, of all duties and Employers’ control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of Employee’s and Aggrieved Employees’ meal periods, or some of them.

Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of Employee’s and Aggrieved Employees’ work shifts, or some of them.

Additionally, Employers at times failed, and continue at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Employee and Aggrieved Employees, or some of them. Employers’ failure to keep “accurate and complete” payroll records for Employee and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.¹

Violation of Wage Theft Protection Act of 2011

Based on information and belief, Employers failed at times, and continue at times to fail, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and Aggrieved Employees, or some of them, with the rates of pay and overtime rates of pay applicable to their employment, allowances

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”).

claimed as part of the minimum wage, the regular payday designated by Employers, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employers under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employers to pay Aggrieved Employees, or some of them, at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, Aggrieved Employees, or some of them, may collect from Employers in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Violation of California Labor Code §§ 245-248.5

Throughout the relevant time period, Employers at times failed to provide proper paid sick leave to Employee and other Aggrieved Employees, or some of them. Employers either failed at times to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to Employee and other Aggrieved Employees, or some of them, by failing at times to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to unpaid meal periods that were restricted to Employers’ premises) and by failing at times to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay and/or other non-discretionary compensation into the sick leave pay rate calculation.

Based on information and belief, Employers further failed at times to provide notice of the correct sick leave amount balance available to Employee and other Aggrieved Employees, or some of them, on their wage statements or other written statement.

Based on information and belief, Employers at times failed to put Aggrieved Employees, or some of them, on notice of their paid sick leave rights, thereby failing at times to put their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, Employers at times failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the Aggrieved Employees, or some of them.

Based on information and belief, Employers at times failed to provide notice of sick leave amount balance left for Employee and other Aggrieved Employees, or some of them, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Employee, and other Aggrieved Employees, or some of them, would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and Employee seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Employee and the Aggrieved Employees, or some of them.

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In violation of Labor Code section 247.5, Employers at times failed to maintain records documenting the hours worked and paid sick days accrued and used by Employee and Aggrieved Employees, or some of them, permitting the presumption that Employee and these Aggrieved Employees, or some of them, were entitled to the maximum number of hours accruable under this article.

Upon information and belief, Employers at times further failed and continue at times to fail to comply with Labor Code section 246, by failing to provide Employee and Aggrieved Employees, or some of them, with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

Employers at times unlawfully retained and continue at times to retain paid sick leave that should have been paid but was not, as a result of Employers' failure, at times, to properly institute a paid sick leave program.

On information and belief, Employee alleges that these practices at times were experienced and continue to be experienced at times by other Aggrieved Employees, or some of them.

Employee requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Employers' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Employee and other Aggrieved Employees, or some of them, are entitled to injunctive relief, attorneys' fees, declaratory relief, restitution, and penalties as permitted by law. Employee requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Failure To Provide Supplemental Paid Sick Leave

Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, Employers at times violated Labor Code section 248.2 by not providing Aggrieved Employees, or some of them, with required 2021 COVID-19 Supplemental Paid Sick Leave.

Refusal to Make Payment

Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

Employers at times violated and continue at times to violate Labor Code section 216 by failing to pay Employee and Aggrieved Employees, or some of them, for all hours worked at the proper wage rate and by failing to pay Employee and Aggrieved Employees, or some of them, an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

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These violations subject Employers to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each Aggrieved Employee (or some of them) so affected, for each pay period (or some of them) during which the statute's provisions were violated.²

Seating Violations

Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not actively engaged in the work duties that would not permit them to be seated.

All applicable IWC Wage Orders, Section 14(A-B) provides:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

Suitable seating is one of the worker protections covered by California's Wage Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

Based on information and belief, Employers at times failed to provide Aggrieved Employees, or some of them, with suitable seating, and when such employees, or some of them, were not engaged in duties which required them to stand, at times no seating was placed in reasonable proximity to their workstations.

Moreover, based on information and belief, the nature of the work reasonably permitted the use of seats for at least part of the time that Aggrieved Employees were working. Lastly, based on information and belief, Aggrieved Employees at times were not engaged in active duties of their employment, yet at times there were no suitable seats in reasonable proximity to the work area, and use of seats would not have interfered with the performance of their duties.

Employers' Aggrieved Employees worked in various positions. The nature of Employee's and other Aggrieved Employees' work, or some of them, reasonably permitted the use of seats. However, Employers at times failed to provide suitable seating in reasonable proximity to Aggrieved Employees' work areas, or some of them, in violation of section 14(A-B) of applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting Employers to civil penalties under Labor Code sections 1199 and 2699. Each violation of each Labor Code section and IWC

² Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).

Wage Order provision, for each Aggrieved Employee, or some of them, results in a separate civil penalty.³

Statutory Wage Violations

Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

As described above, Employers at times willfully and systematically denied Employee and other Aggrieved Employees, or some of them, of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. Employers at times acted with the intent to deprive some or all of them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, Employers at times paid Employee and other Aggrieved Employees, or some of them, lower wages than those to which they were entitled, while purporting that Employee and all Aggrieved Employees were properly paid. As such, Employee and Aggrieved Employees, or some of them, are entitled to recover penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Failure to Pay Vested Vacation/Paid Time Off

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination. Based on information and belief, Employers at times had and continue at times to have a policy and/or practice of failing to allow Aggrieved Employees, or some of them, and Exempt Aggrieved Employees, or some of them, to use their earned vacation/paid time off during their employment and failing at times to pay all vested, accrued paid time off to Aggrieved Employees, or some of them, and/or Exempt Aggrieved Employees, or some of them, upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Failure to Timely Provide Temporary Workers with Owed Wages

On information and belief, Employers at times had and have failed to provide temporary workers, or some of them, with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employers would be liable for civil penalties pursuant to Labor Code sections 201.3.

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³ See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”).

Unlawful Agreements/ Unlawful Criminal History Inquiries

Unlawful Agreements

Labor Code section 432.5 provides that “no employer ... shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer ... to be prohibited by law.” Based on information and belief, Employers at times required Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to unlawful conditions of employment including but not limited to unlawful non-compete and/or non-solicitation agreements as well as unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

The California Labor Code places certain procedural and substantive limits on employers’ ability to conduct employee background checks and on how employers can use the information they obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to work) in certain positions (e.g., managerial positions, financially related positions, and certain government positions). Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA - CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee background check, including but not limited to identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Based on information and belief, Employers at times ordered unlawful financial credit checks on Aggrieved Employees and Exempt Aggrieved Employees, or some of them, in violation of Labor Code section 1024.5, and at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Based on information and belief, Employers also at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA. For example, based on information and belief, Employers required Employee to submit and/or agree to submit in writing to an unlawful background check as a condition of obtaining and/or holding employment in violation of, including but not limited to, Labor Code section 432.5.

Based on information and belief, Employers at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to a background check which failed to abide by the requirements set forth in California Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by failing, at times, to provide a clear and conspicuous disclosure (and/or failing to provide any disclosure at all), failing at times to provide disclosures free of extraneous information, failing at times to provide a lawful purpose for the background check, failing at times to provide a summary of rights under the ICRAA and/or the FCRA, failing at times to provide a way by which the individual could request a copy of the report, failing at times to disclose the name, address, and telephone number of the third party preparing the report, and failing at times to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By at times requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, Employers violated Labor Code section 432.5.

Based on information and belief, Employers also at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to provide ongoing consent to Employers to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by at times requiring applicants and employees, or some of them, to agree to an unlawful provision as a condition of employment.

Based on further information and belief, Employers knew that requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree at times to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

By requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree at times in writing to unlawful provisions as a condition of employment, Employers violated Labor Code section 432.5.

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, Employers at times asked Aggrieved Employees and Exempt Aggrieved Employees, or some of them, about arrests not resulting in convictions on their employment application, in violation of California law.

Upon information and belief, Employers, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act (“FEHA”), at times asked Aggrieved Employees and Exempt Aggrieved Employees, or some of them, about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on their employment application in violation of California law.

By asking, at times, about arrests not resulting in convictions, Employers violated Labor Code section 432.7. By asking, at times, about convictions at the application phase or prior to extending an employment offer, Employers violated California’s Fair Chance Act, and thereby violated Labor Code section 432.5 by unlawfully requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to disclose arrests and/or convictions as a condition of employment.

Unlawful PAGA Waiver

Additionally, Employers at times violated Labor Code section 432.5 by requiring Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to other unlawful agreements, including but not limited to an unlawful waiver of PAGA and or representative actions, as a condition of employment.

An action pursuant to PAGA “...is a representative action on behalf of the state” *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements purporting to waive an employee’s right to a trial of PAGA claims is contrary to California law and unenforceable. *See Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384 (“We conclude that where, as here, an employment agreement compels the waiver of

representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.”).

Moreover, the California Supreme Court has ruled that a court cannot compel arbitration of an aggrieved employee’s individual PAGA claim because there is no such thing as an individual PAGA claim. *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 (“There is no individual component to a PAGA action because ‘every PAGA action ... is a representative action on behalf of the state.’”).

Upon information and belief, Employers at times required Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to waive their right to a trial of PAGA claims in violation of California law. By at times requiring Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree, in writing, to an unlawful PAGA waiver, Employers at times required written agreement to an unlawful provision as a condition of employment, which is a violation of labor code section 432.5.

As such, Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, continue to be subject at times to various unlawful provisions as a condition of employment.

Preventing Employees from Using or Disclosing Skills, Knowledge, and Experience

On information and belief, Employers at times have prevented Employee and/or other Aggrieved Employees, or some of them, from using or disclosing the skills, knowledge, and experience they obtained at Employers for purposes of competing with Employers, including, without limitation, preventing Employees, or some of them, from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employers and under what circumstances they might be receptive to an offer from a rival employer. As such, Employee is informed and believes, this violates Business and Professions Code sections 17200, 16600 and 16700 and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employers would be liable for civil penalties pursuant to Labor Code section 2699.

Whistleblower Violations

On information and belief, Employers at times have prevented Employee and/or other Aggrieved Employees, or some of them, from disclosing violations of state and federal law, either within Employers to their managers or outside Employers to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and thus in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices at times prevent Employee and/or other Aggrieved Employees, or some of them, from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 98.6, 232, and 232.5. These violations of the Labor Code would expose Employers to liability for civil penalties pursuant to Labor Code section 2699.

Workplace Health and Safety Violations

On information and belief, Employers at times have failed to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful, pursuant to, including but not limited to, Labor Code section 6401. Employee is informed and

believes, and based thereon alleges, that Employers at times have required or permitted employees, or some of them, to go or be in any employment or place of employment which is not safe and healthful, pursuant to Labor Code section 6402. Employee is informed and believes, and based thereon alleges, that Employers at times have failed or neglected to provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees, pursuant to Labor Code section 6403. Employee is informed and believes, and based thereon alleges, that these failures include, without limitation, at times failing to disinfect time clocks and other surfaces after use by Employee and/or other Aggrieved Employees, or some of them; at times failing to provide adequate protection equipment to Employee and/or other Aggrieved Employees, or some of them; and at times failing to provide adequate distance in working conditions between Employee and/or other Aggrieved Employees, or some of them.

On information and belief, Employers violated section 1527, 3366, 3457 and 8397.4 by failing at times to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Action for Civil Penalties Under PAGA

In light of the above, Employee alleges that Employers at times violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing at times to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing at times to authorize and permit rest periods;
4. Labor Code § 204 by failing at times to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing at times to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code § 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing at times to indemnify for necessary expenditures;
9. Labor Code §§ 226, 432, and 1198.5 by failing at times to timely produce requested payroll records, timecards, and personnel records;
10. Labor Code § 1174 by failing at times to keep accurate and complete payroll records;
11. Labor Code §§ 245-248.5 by failing at times to provide proper sick leave and supplemental paid sick leave;
12. Labor Code § 216 for refusal at times to pay wages due and payable and/or denial at times of the validity of any claim to wages due;

13. Labor Code § 223 for at times secretly paying wages lower than required by statute while purporting to pay legal wages;
14. Labor Code § 227.3 for failure at times to pay vested vacation and/or paid time off;
15. Section 14(A-B) of all applicable IWC Wage Orders for failure at times to provide suitable seating;
16. Labor Code § 432.5 for unlawful agreements;
17. Labor Code § 201.3 for failure at times to timely provide temporary workers, or some of them, with wages;
18. Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5 for at times preventing employees, or some of them, from using or disclosing the skills, knowledge and experience they obtained at Employers, and whistleblower violations;
19. Labor Code § 432.7 for unlawful inquiries at times into criminal histories; and
20. Labor Code §§ 1527, 3366, 3457, 8397.4, 6401, and 6401 for workplace health and safety violations.

Therefore, on behalf of potentially Aggrieved Employees, Employee seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

Employee has placed Employers on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in black ink, appearing to read "John Yslas", is written over the printed name.

John G. Yslas, Esq.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

I, Ana Turcios, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On May 1, 2026, I served a copy of the following document(s):

• **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

On the interested parties as follows:

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Tel: (408) 579-0404 / Fax: (408) 454-0290
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Attorneys for Defendant
YOUNG MEN'S CHRISTIAN ASSOCIATION
OF SAN FRANCISCO A/K/A Y.M.C.A. of SAN FRANCISCO

☒ **BY ELECTRONIC SERVICE (FILE & SERVE XPRESS):** I caused said document(s) to be sent to the addressees listed above via File & Serve Xpress. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on May 1, 2026 at Beverly Hills, California.

/s/ Ana Turcios

Ana Turcios