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Superior Court of California
County of Stanislaus
Clerk of the Court
By: Donna Benz, Deputy

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Attorneys for Plaintiff and the Putative Classes

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

JANE UDOH, on behalf of herself and all others
similarly situated,

Plaintiff,

v.

GREAT VALLEY ACADEMY., a California
Non-Profit Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: CV-23-004199

**FIRST AMENDED CLASS AND PAGA
ACTION COMPLAINT:**

- (1) FAILURE TO PAY MINIMUM WAGES;
- (2) FAILURE TO PAY OVERTIME WAGES;
- (3) FAILURE TO PAY ALL SICK PAY WAGES;
- (4) MEAL PERIOD VIOLATIONS;
- (5) REST PERIOD VIOLATIONS;
- (6) WAGE STATEMENT VIOLATIONS;
- (7) WAITING TIME PENALTIES;
- (8) FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES;
- (9) UNFAIR COMPETITION; and
- (10) PAGA PENALTIES

DEMAND FOR JURY TRIAL

1 Plaintiff Jane Udoh (“Plaintiff”) on behalf of herself, and all other similarly situated non-
2 exempt employees, alleges, and complains of Defendant Great Valley Academy (“Defendant”) and
3 DOES 1 to 50 (collectively, “Defendants”) and each of them, as follows:

4 **INTRODUCTION**

5 1. Defendant Great Valley Academy is a non-profit benefit corporation that operates
6 independent charter schools for K-8 with locations in Modesto, and Salida, California. As an
7 independent charter school, Defendant is not exempt from any of the Labor Code provisions as it is
8 not considered a “municipal corporation” under *Gateway Community Charter School v. Heidi Spiess*
9 (2017) 9 Cal.App.5, 499.

10 2. Plaintiff brings this class and PAGA representative action against Defendants for
11 alleged violations of the California Labor Code and Business and Professions Code.

12 3. As set forth below, Plaintiff alleges that Defendants deprived Plaintiff and other non-
13 exempt employees of all minimum wages, overtime wages and sick pay wages. Moreover, Plaintiff
14 alleges that Defendants’ meal and rest period policies and practices failed to provide her and all other
15 non-exempt employees with compliant meal and rest periods or pay premium pay at the “regular rate
16 of pay” in lieu thereof. Plaintiff further alleges that Defendants failed to reimburse for necessary
17 business expenses. Finally, Plaintiff alleges that Defendants failed to provide non-exempt employees
18 with accurate written itemized wage statements and failed to timely pay all final wages upon
19 separation of employment.

20 4. Based on these alleged Labor Code violations, Plaintiff now brings this class and
21 PAGA representative action to recover unpaid wages, restitution, penalties, and other related relief
22 on behalf of herself and all others similarly situated.

23 **JURISDICTION AND VENUE**

24 5. This class action is brought pursuant to California Code of Civil Procedure § 382.

25 6. Plaintiff, on behalf of herself and all others similarly situated employees hereby brings
26 this class action for recovery of unpaid wages and penalties under California Labor Code §§ 200,
27 201-203, 204, 210, 226a, 226(e), 226.3, 226.7, 246, 510, 512, 1174, 1174.4, 1194, 1197.1, 1199,
28 2802, 2698 *et seq.*, among other, and applicable Industrial Welfare Commission Wage Orders (“Wage

1 Orders”), in addition to seeking declaratory relief and restitution pursuant to California Business and
2 Professions Code § 17200, *et. seq.*

3 7. This Court has jurisdiction over Defendants’ violations of the California Labor Code
4 and applicable Wage Orders because the amount in controversy exceeds this Court’s jurisdictional
5 minimum.

6 8. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
7 §§ 395(a) and 395.5. Defendants own, maintain offices, transact business, have an agent or agents
8 within the County of Stanislaus and/or otherwise are found within the County of Stanislaus, and
9 Defendants are within the jurisdiction of this Court for purposes of service of process.

10 **PARTIES**

11 9. At all relevant times herein, Plaintiff, who is over the age of 18, was and currently is
12 a California resident residing in the State of California. Defendants employed Plaintiff and other
13 similarly situated employees as non-exempt employees in California in the County of Stanislaus.

14 10. Plaintiff is informed and believes and thereon alleges that Defendant is a California
15 corporation authorized and doing business in Stanislaus County, California; and is and/or was the
16 legal employer of Plaintiff and the Class Members during the applicable statutory periods.

17 11. Defendants’ policies and/or practices outlined herein have deprived Plaintiff and other
18 similarly situated non-exempt employees of the rights afforded to them by California Labor Code §§
19 201-203, 204, 210, 226, 226(a), 226(e), 226.3, 226.7, 246, 510, 512, 1194, 1197.1, 1198, 1199, 2802,
20 2698 *et seq.* among others, and California Business and Professions Code § 17200 *et seq.*, and
21 applicable Wage Order(s).

22 12. Plaintiff is informed and believes, and based thereon alleges, that during the four years
23 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to
24 do) business in the State of California, County of Stanislaus. Defendants, each of them, own and/or
25 operate within Modesto, California.

26 13. Plaintiff does not know the true names or capacities, whether individual, partner, or
27 corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
28 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to

1 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
2 believes, and thereon alleges, that each of said fictitious Defendants, whether individual, partners, or
3 corporate, were responsible in some manner for the acts and omissions alleged herein, and
4 proximately caused Plaintiff and the Classes to be subject to the unlawful employment practices
5 alleged herein.

6 14. Plaintiff is informed, and believes, and thereon allege, that at all times mentioned
7 herein, Defendants were and are the employers of Plaintiff and all members of the Classes. At all
8 times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter
9 alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of
10 them, were the agents, servants, and employees of each and every one of the other Defendants, as
11 well as the agents of all Defendants, and at all times herein mentioned were acting within the course
12 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
13 and/or otherwise ratified each and every one of the acts or omissions complained of herein.

14 15. At all times mentioned herein, Defendants, and each of them, were members of and
15 engaged in a joint venture, partnership, and common enterprise, and acting within the course and
16 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
17 alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the
18 Classes.

19 **COMMON FACTUAL ALLEGATIONS**

20 16. Defendant Great Valley Academy is a non-profit benefit corporation that operates
21 independent charter schools for K-8 with locations in Modesto, and Salida, California. As an
22 independent charter school, Defendant is not exempt from any of the Labor Code provisions as it is
23 not considered a “municipal corporation” under *Gateway Community Charter School v. Heidi Spiess*
24 (2017) 9 Cal.App.5, 499.

25 17. Plaintiff was employed by Defendants as a non-exempt employee with the title of
26 “Paraprofessional.” Plaintiff began working with Defendants from approximately March 2015 and is
27 still currently employed. Plaintiff and other aggrieved employees (including, paraprofessionals,
28 instructional aids, teachers, substitute teachers, and all other non-exempt positions) were responsible

1 for all aspects of Defendants' business in the State of California.

2 18. At all relevant times, Plaintiff and other non-exempt employees regularly worked
3 various shifts, many of which were in excess of 8.0 hours in a workday and 40.0 hours in a workweek.
4 Plaintiff alleges that other non-exempt employees were also subjected to the same policies,
5 procedures, and practices, working conditions, and corresponding wage and hour violations to which
6 she was subjected during her employment.

7 19. First, at all relevant times, Plaintiff and other non-exempt employees were not
8 properly paid at the correct overtime rate for all hours worked in excess of eight (8) hours per workday
9 and/or forty (40) hours per workweek. Although Plaintiff and other non-exempt employees regularly
10 worked overtime hours, they were also not compensated at one and one-half times their "regular rate
11 of pay" because Defendants failed to include all forms of compensation, including, but not limited
12 to, commissions, non-discretionary bonuses, shift differentials, incentive pay, and other forms of
13 remuneration when calculating the "regular rate of pay" used for payment of overtime wages.

14 20. Under the California Labor Code (as well as the FLSA), courts have consistently held
15 that regularly paid non-discretionary bonuses (and other forms of pay) must be included in
16 determining an employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v.*
17 *The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency
18 bonuses must be included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc.* 435 F.
19 Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgement to Plaintiff under
20 California and federal law on the grounds, that Defendant improperly calculated overtime by
21 excluding annual bonuses paid to employees from the "regular rate of compensation"].) see *Walling*
22 *v. Youngerman-Reynolds Hardwood Co.* (1945) 65 S.Ct. 1242, 1245. ("The regular rate by its very
23 nature must reflect all payments which the parties have agreed shall be received regularly during the
24 workweek, exclusive of overtime payments. It is not an arbitrary label chosen by the parties; it is an
25 actual fact. Once the parties have decided upon the amount of wages and the mode of payment the
26 determination of the regular rate becomes a matter of mathematical computation, the result of which
27 is unaffected by any designation of a contrary 'regular rate' in the contracts."); see also 29 CFR §§
28 778.110 ("production bonus") and 778.111 ("piece-rate").)

1 21. By their policy of requiring Plaintiff and the other non-exempt employees to work in
2 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
3 them at the lawful rate of one-half (1 1/2) their “regular rate of pay,” Defendants willfully violated
4 the provisions of Labor Code § 510 and the applicable Wage Orders.

5 22. Accordingly, to the extent permitted by law, Plaintiff and other non-exempt employees
6 are entitled to recover unpaid wages and penalties for violations of Labor Code §§ 204, 210, 510,
7 1197.1.

8 23. Similarly, at all relevant times, Defendants also failed in its obligation to provide
9 Plaintiff and other non-exempt employees the legally required paid sick days at the legal rate pursuant
10 to Labor Code §§ 246(a),(b), which requires that “[a]n employee who, on or after July 1, 2015, works
11 in California for the same employer for 30 or more days within a year from the commencement of
12 employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours
13 worked, beginning at the commencement of employment.” Labor Code § 246(l)(1) provides that paid
14 sick time for non-exempt employees must be “calculated in the same manner as the regular rate of
15 pay for the workweek in which the employee uses paid sick time, whether or not the employee
16 actually works overtime in that workweek.”

17 24. Additionally, Labor Code § 246(l)(2) states that the paid sick time must be “calculated
18 by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total
19 hours worked in the full pay periods of the prior 90 days of employment.” Finally, Labor Code §246(i)
20 requires employers to “provide an employee with written notice that sets forth the amount of paid
21 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either
22 the employee’s itemized wage statement described in Section 226 or in a separate writing provided
23 on the designated pay date with the employee’s payment of wages.”

24 25. Here, at all relevant times, Defendants failed in its obligation to provide Plaintiff and
25 other non-exempt employees the legally required paid sick days at the legal rate, including all forms
26 of compensation, pursuant to Labor Code §§ 246(a),(b). As such, Defendants paid sick time below
27 her base rate of pay, rather than the “regular rate of pay” as required by Labor Code §§ 246(l)(1-2).

1 26. Next, at all relevant times, Plaintiff and other non-exempt employees were denied
2 compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
3 Defendants' uniform meal period policies/practices operational requirements, and work demands,
4 Plaintiff and other non-exempt employees were often unable to take timely and uninterrupted 30-
5 minute first meal periods before the end of the fifth hour of work. Further, when Plaintiff and other
6 non-exempt employees worked more than 10.0 hours in a shift, they were not always allowed and
7 permitted to take a mandated second meal period before the end of the tenth hour of work in violation
8 of the Labor Code and applicable Wage Orders. Plaintiff is informed and based thereon alleges that
9 Defendants' managers/supervisors would require aggrieved employees to remain working during
10 meal periods despite being clocked out due to the work demands of the job.

11 27. Making matters worse, Defendants automatically deducted 30-minutes from Plaintiff
12 and other non-exempt employees' time entries for meal periods due to Defendants' policy/practice
13 automatically deducted 30 minutes for meal periods, regardless of whether a 30-minute meal period
14 was taken. Indeed, Plaintiff and other non-exempt employees' meal periods were often cut short and
15 lasted fewer than 30 minutes. As a result of this auto deduct practice, over a period of time, Plaintiff
16 and other non-exempt employees were also not properly paid for all hours worked, including overtime
17 hours, in violation of Labor Code §§ 204, 510, 1194, 1197.1, 1199, and applicable Wage Orders.

18 28. Similar to the recent California Supreme Court case *Donahue v. AMN Services, LLC*,
19 Defendants' policy automatically deducted 30 minutes for meal periods, resulting in meal periods
20 that were short being rounded up to 30 minutes. Although the plaintiff conceded the rounding policy
21 overcompensated the class, she argued the policy failed to provide full payment for potential meal
22 period violations because the time-keeping software overlooked non-compliant meal periods. The
23 California Supreme Court found that employers cannot automatically deduct 30 minutes for meal
24 periods. Keeping with its respect for the purpose of the Wage Orders, the court noted that rounding
25 potentially conflicts with the precise time requirement because the time keeping inherent to the
26 practice infringes on an employee's right to a full 30-minute meal period. The court held even a
27 "minor infringement" of Wage Order requirements, such as a meal period of 28 or 29 minutes,
28 triggers an employer's premium pay obligations. As a result, the court found when time records show

1 non-compliant meal periods, a rebuttable presumption of liability attaches. Affirming its holding in
2 *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), the court stated that an employer
3 needs to “ensure that it provides the employee with bona fide relief from duty and that this is
4 accurately reflected in the employer’s time records.” The Court adopted the rebuttable presumption
5 discussed by Justice Werdegarr in her concurring opinion in *Brinker*. Under this presumption, “[i]f an
6 employer’s records show no meal period for a given shift over five hours, a rebuttable presumption
7 arises that the employee was not relieved of duty and no meal period was provided.” *Id.* at 21–22.
8 The Court further explained that this presumption applies not only to records showing “missed meal
9 periods” but also when records show “short and delayed meal periods.” *Id.* at 24. And “the
10 presumption goes to the question of liability and applies at the summary judgment stage, not just at
11 the class certification stage.” *Id.*

12 29. Indeed, here Plaintiff and other non-exempt employees’ meal periods were often cut
13 short and lasted fewer than 30 minutes due to Defendants’ meal period policies/procedures,
14 operational requirements and work demands. Further, Plaintiff is informed and based thereon alleges
15 that Defendants’ managers/supervisors would often force non-exempt employees to agree they took
16 all legally compliant meal periods.

17 30. Additionally, for each missed or non-compliant meal period, Defendants failed to
18 maintain a mechanism by which non-exempt employees were paid meal period premiums at the
19 “regular rate of pay” pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 5th 858 and Labor
20 Code § 226.7. Accordingly, due to Defendants’ uniform meal period practices, Plaintiff and other
21 non-exempt employees were also regularly denied legally compliant meal periods in violation of
22 Labor Code 226.7, 510, 516, and applicable IWC Wage Orders.

23 31. Moreover, at all relevant times, Plaintiff and other non-exempt employees were not
24 provided with all 10-minute rest periods for every four hours worked, or major fraction thereof due
25 to Defendants’ uniform rest period policies/practices, operational requirements and work demands.
26 As a result, Plaintiff and other non-exempt employees were and are often unable to take a net 10-
27 minute duty free rest periods for every major fraction of four hours worked. This includes a second
28 rest period for shifts in excess of six hours, and a third rest period for shifts in excess of 10.0 hours

1 in a workday. To the extent non-exempt were permitted allowed and permitted to take rest periods,
2 the rest periods were often cut short or interrupted for work reasons.

3 32. By not relieving all non-exempt employees of all duties during rest periods,
4 Defendants failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services,*
5 *Inc.* (2016) 2 Cal. 5th 257, 269 [concluding that “during rest periods employers must relieve
6 employees of all duties and relinquish control over how employees spend their time.”]. In *Augustus*,
7 the California Supreme Court expressly rejected the employers’ assertion that it could provide an on-
8 duty rest period to employees who worked as security guards and further explained “that employers
9 [must] relinquish any control over how employees spend their break time and relieve their employees
10 of all duties.” *Id.* at 273.

11 33. Each time Plaintiff and other non-exempt employees were unable to take a compliant
12 rest period, Defendants failed and continue to fail to adequately pay rest period premium payments
13 at the “regular rate of pay” as required by Labor Code § 226.7.

14 34. Accordingly, due to Defendants’ uniform rest period policies/practices and work
15 demands, Plaintiff and other non-exempt employees were also regularly denied legally compliant rest
16 breaks in violation of Labor Code §§ 226.7, 512, and applicable Wage Orders.

17 35. As a result of Defendants’ failure to pay Plaintiff and other non-exempt employees for
18 all minimum wages, overtime wages, sick pay wages at the appropriate legal rate, and Defendants’
19 failure to pay for meal and rest period premiums at the “regular rate of pay,” Defendants issued wage
20 statements which failed to accurately identify the gross wages earned, the total hours worked, the net
21 wages earned, and the correct corresponding number of hours worked at each hourly rate, in violation
22 of Labor Code § 226(a)(1, 2, 5, and 9).

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

37. Thus, for the violations of Labor Code § 226 described above, Plaintiff and other non-exempt employees may also recover Labor Code § 226.3 penalties for Defendants' violations of Labor Code § 226(a).

38. As a further result of Defendants' failure to pay all minimum, sick pay and overtime wages, and meal and rest period premiums at the "regular rate of pay," Defendants also failed and continues to fail to pay the non-exempt employees all wages owed at their time of separation from employment in violation of Labor Code §§ 201-203.

39. Finally, at all relevant times, Defendants required Plaintiff and other non-exempt employees to incur necessary business expenses associated with using their personal cell phones and other expenses for work related purposes but did not reimburse aggrieved employees adequately for these necessary expenditures in violation of Labor Code §§ 2802-2804. *See Cochran v. Schwan's Home Service, Inc.*, (2014) 228 Cal.App.4th 1137, 1144 ["[i]f an employee is required to make work-related calls on a personal cell phone, then he or she is incurring an expense for the purposes of section 2802. It does not matter whether the phone bill is paid for by a third person, or at all...To show liability under section 2802, an employee need only show that he or she was required to use a personal cell phone to make work-related calls, and he or she was not reimbursed"]. Here, Defendants uniformly failed to reimburse aggrieved employees for a reasonable portion of cell phone bill, and other necessary costs incurred, in the discharge of their duties for those aggrieved employees. Accordingly, due to Defendants' uniform failure to adequately reimburse for necessary business expenditures in violation of Labor Code §§ 2800-2802 and applicable Wage Orders.

CLASS ACTION ALLEGATIONS

40. Plaintiff brings this action on behalf of herself and the following Classes pursuant to § 382 of the Code of Civil Procedure:

All non-exempt employees who work or worked for Defendants in California, during the four years immediately preceding the filing of the Complaint through the date of trial. ("Class");

All non-exempt employees who worked for Defendants in California and who worked overtime hours during at least one shift, during the four years immediately preceding the filing of the Complaint through the date of trial. (“Overtime Subclass”);

1 All non-exempt employees who work or worked for Defendants in
2 California during one year immediately preceding the filing of the
3 Complaint through the date of trial. ("Wage Statement Subclass");

4 All non-exempt employees who work or worked for Defendants in
5 California, and who left their employ during the three years
6 immediately preceding the filing of the Complaint through the date of
7 trial. ("Waiting Time Penalty Subclass")

8 (collectively "the Classes")

9 41. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
10 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
11 unknown to Plaintiff at this time; however, it is estimated that the Classes consist of at least one
12 hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of
13 Defendants' employment and payroll records.

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

18 1. Whether Defendants failed to pay for all hours worked due to its uniform
19 practice/policy of automatically deducting 30 minutes for meal periods:

20 2. Whether Defendants failed to pay overtime pay at the appropriate legal rate to
21 members of the Classes;

22 3. Whether Defendants failed to pay sick pay at the appropriate legal rate to members
23 of the Classes;

24 4. Whether Defendants provided legally compliant meal and rest periods or proper
25 compensation at the "regular rate of pay" in lieu thereof to members of the Classes;

26 5. Whether Defendants furnished legally compliant wage statements to members of the
27 Classes pursuant to Labor Code § 226(a);

28 6. Whether the timing and amount of payment of final wages to members of the Class
at the time of separation from employment were unlawful; and

1 7. Whether Defendants failed to adequately reimburse members of the Class for all
2 necessary business expenses.

3 43. **Predominance of Common Questions:** Common questions of law and fact
4 predominate over questions that affect only individual members of the Classes. The common
5 questions of law set forth above are numerous and substantial and stem from Defendants' policies
6 and/or practices applicable to each individual class member, such as, Defendants' policy/practice of
7 automatically deducting 30 minutes for meal periods, failing to pay overtime and sick pay at the
8 appropriate premium rate, Defendants' uniform policy of failing to provide compliant meal and rest
9 periods or adequate compensation in lieu thereof, and Defendants' resulting failure to provide
10 accurate itemized wage statements, and to pay for all wages due upon separation of employment. As
11 such, the common questions predominate over individual questions concerning each individual class
12 member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

13 44. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
14 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
15 of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein,
16 Plaintiff, like the members of the Classes, was deprived of all minimum, overtime wages and sick
17 pay wages, was deprived of meal and rest period premium wages at the "regular rate of pay," was
18 subject to Defendants' uniform policies/practices, was not provided accurate itemized wage
19 statements, was not reimbursed for all necessary business expenses, and was not paid all wages owed
20 at the time of her separation of employment.

21 45. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
22 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
23 attorneys are ready, willing and able to fully and adequately represent the members of the Classes.
24 Plaintiff's attorneys have prosecuted and are actively litigating several wage-and-hour class actions
25 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the
26 members of the Classes.

27 46. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
28 important public interest in establishing minimum working conditions and standards in California.

1 These laws and labor standards protect the average working employee from exploitation by
2 employers who have the responsibility to follow the laws and who may seek to take advantage of
3 superior economic and bargaining power in setting onerous terms and conditions of employment. The
4 nature of this action and the format of laws available to Plaintiff and members of the Classes make
5 the class action format a particularly efficient and appropriate procedure to redress the violations
6 alleged herein. If each employee were required to file an individual lawsuit, Defendants would
7 necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the
8 limited resources of each individual plaintiff with their vastly superior financial and legal resources.

9 47. Moreover, requiring each member of the Classes to pursue an individual remedy
10 would also discourage the assertion of lawful claims by employees who would be disinclined to file
11 an action against their former and/or current employer for real and justifiable fear of retaliation and
12 permanent damages to their careers at subsequent employment. Further, the prosecution of separate
13 actions by the individual class members, even if possible, would create a substantial risk of
14 inconsistent or varying verdicts or adjudications with respect to the individual class members against
15 Defendants herein; and which would establish potentially incompatible standards of conduct for
16 Defendants; and/or legal determinations with respect to individual class members which would, as a
17 practical matter, be dispositive of the interest of the other class members not parties to adjudications
18 or which would substantially impair or impede the ability of the class members to protect their
19 interests. Further, the claims of the individual members of the class are not sufficiently large to
20 warrant vigorous individual prosecution considering all of the concomitant costs and expenses
21 attending thereto. As such, the Classes identified in Paragraph 37 are maintainable as Classes under
22 § 382 of the Code of Civil Procedure.

23 **FIRST CAUSE OF ACTION**

24 **FAILURE TO PAY ALL MINIMUM WAGES**

25 **(AGAINST ALL DEFENDANTS)**

26 48. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27 49. Section 4 of the applicable Wage Orders and California Labor Code §§ 1197 and
28 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts

1 set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been
2 paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance
3 together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to
4 the unpaid wages and interest accrued thereon.

5 50. At all relevant times herein, Defendants failed to conform their pay practices to the
6 requirements of the Labor Code and California law. This unlawful conduct includes but is not limited
7 to Defendants' uniform timekeeping policies/practices of failing to accurately capture and record all
8 hours worked as a result of its policy/practice of automatically deducting 30 minutes for all meal
9 periods and therefore resulting in these individuals not being paid for all hours actually worked.
10 Accordingly, Plaintiff and members of the Class were not compensated for all hours worked
11 including, but not limited to, all hours they were subject to the control of Defendants and/or suffered
12 or permitted to work under the California Labor Code and applicable Wage Orders.

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

18 52. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
19 Plaintiff and the Class have sustained economic damages, including but not limited to unpaid wages
20 and lost interest, in an amount to be established at trial, and they are entitled to recover economic and
21 statutory damages and penalties and other appropriate relief as a result of Defendants' violations of
22 the California Labor Code and applicable Wage Orders.

23 53. Defendants' practice and uniform administration of corporate policy regarding illegal
24 employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and members
25 of the Class in a civil action for the unpaid amount of minimum wages, liquidated damages, including
26 interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 204,
27 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure § 1021.5.

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY ALL OVERTIME WAGES**

3 **(AGAINST ALL DEFENDANTS)**

4 54. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 55. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, and
6 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours
7 worked and provide a private right of action for the failure to pay all overtime compensation for
8 overtime work performed.

9 56. At all times relevant herein, Defendants were required to properly pay Plaintiff and
10 members of the Overtime Subclass for all overtime hours worked pursuant to California Labor Code
11 § 1194 and the applicable Wage Orders.

12 57. Section 3 of the applicable Wage Order requires an employer to pay an employee “one
13 and one-half (1 1/2) times the employee’s regular rate of pay” for work in excess of 8 hours per
14 workday and/or in excess of 40 hours of work in the workweek. The same section also requires an
15 employer to pay an employee double the employee’s regular rate of pay for work in excess of twelve
16 hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in
17 the workweek.

18 58. Defendants failed to conform their pay practices to the requirements of the law. This
19 unlawful conduct includes, but is not limited to, Defendants’ uniform and unlawful policy/practice
20 of automatically deducting 30 minutes for non-exempt employees’ meal periods, and by failing to
21 include all forms of compensation in calculating the “regular rate of pay”, which resulted in the
22 Classes not being paid all overtime wages owed.

23 59. The foregoing policies and practices are unlawful and create entitlement to recovery
24 by Plaintiff and the members of the Overtime Subclass in a civil action for the unpaid amount of
25 overtime wages, including interest thereon, statutory penalties, attorney’s fees, and costs of suit
26 according to Labor Code §§ 204, 210. 510, 1194, and 1198, the applicable Wage Orders, and Code
27 of Civil Procedure § 1021.5.

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THIRD CAUSE OF ACTION
FAILURE TO PAY ALL SICK TIME
(AGAINST ALL DEFENDANTS)

60. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

61. This cause of action is brought pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, and 1199 which provide that non-exempt employees are entitled to have their sick time paid at the “regular rate of pay”, including all forms of compensation/remuneration.

62. At all times relevant herein, Defendants were required to properly pay Plaintiff and members of the Class for all accrued sick leave taken, pursuant to California Labor Code § 246.

63. Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes but is not limited to Defendants’ uniform and unlawful policy/practice of failing to include all forms of compensation, including but not limited to shift differentials, non-discretionary bonuses, and other forms of remuneration into the calculation of the “regular rate of pay,” which resulted in Plaintiff and the Classes not being paid all sick time wages owed.

64. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the members of the Classes in a civil action for the unpaid amount of sick time wages, including interest thereon, statutory penalties, attorney’s fees, and costs of suit according to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, the applicable Wage Orders, and Code of Civil Procedure § 1021.5.

FOURTH CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

65. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

66. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their hourly non-exempt employees, including Plaintiff and members of the Class, with all required meal periods in accordance with the mandates of the California Labor Code and applicable Wage Orders, for the reasons set forth in the Common Allegations section of this Complaint. Despite Defendants’ violations, Defendants have not paid an

1 additional hour of pay at the “regular rate of pay” to Plaintiff and members of the Class at their
2 respective regular rates of pay for each violation, in accordance with California Labor Code § 226.7.

3 67. As a result, Defendants are responsible for paying premium compensation for meal
4 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the
5 applicable Wage Orders, Labor Code §§ 226.7, 512, and Civil Code §§ 3287(b) and 3289.

6 **FIFTH CAUSE OF ACTION**

7 **REST PERIOD VIOLATIONS**

8 **(AGAINST ALL DEFENDANTS)**

9 68. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 69. Section 12 of the applicable Wage Orders and Labor Code §§ 226.7 and 516 establish
11 the right of non-exempt employees to be provided with a rest period of at least ten (10) minutes for
12 each four (4) hour period worked, or major fraction thereof.

13 70. Due to their unlawful rest period policy and practices, Defendants did not authorize
14 and permit Plaintiff and members of the Class to take code-compliant rest periods to which they were
15 legally entitled, including, but not limited to, failing to relieve employees of all duties and
16 relinquishing all control over employees during their rest periods. Despite Defendants’ violations,
17 Defendants have not paid an additional hour of pay at the “regular rate of pay” to Plaintiff and
18 members of the Class at their respective regular rates of pay for each violation, in accordance with
19 California Labor Code § 226.7.

20 71. The foregoing violations create an entitlement to recovery by Plaintiff and members
21 of the Class in a civil action for the unpaid amount of rest period premiums owing, including interest
22 thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§
23 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

24 **SIXTH CAUSE OF ACTION**

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

26 **(AGAINST ALL DEFENDANTS)**

27 72. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

28 73. Labor Code 226(a) states in pertinent part the following:

1 “(a) An employer, semimonthly or at the time of each payment of wages, shall
2 furnish to his or her employee, either as a detachable part of the check, draft, or
3 voucher paying the employee’s wages, or separately if wages are paid by personal
4 check or cash, an accurate itemized statement in writing showing (1) gross wages
5 earned, (2) total hours worked by the employee, except as provided in subdivision
6 (j), (3) the number of piece-rate units earned and any applicable piece rate if the
7 employee is paid on a piece-rate basis, (4) all deductions, provided that all
8 deductions made on written orders of the employee may be aggregated and shown
9 as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
10 employee is paid, (7) the name of the employee and only the last four digits of his
11 or her social security number or an employee identification number other than a
12 social security number, (8) the name and address of the legal entity that is the
13 employer and, if the employer is a farm labor contractor, as defined in subdivision
14 (b) of Section 1682, the name and address of the legal entity that secured the services
15 of the employer, and (9) all applicable hourly rates in effect during the pay period
16 and the corresponding number of hours worked at each hourly rate by the
17 employee.”

18 74. As set forth above, during the Class Period, Defendants issued and continue to issue
19 wage statements to its employees including Plaintiff and members of the Wage Statement Subclass,
20 which are inadequate under Labor Code Section 226(a).

21 75. As a result of Defendants’ failure to pay Plaintiff and the Wage Statement Subclass
22 for all overtime and sick pay wages at the appropriate legal rate, and missed meal and rest period
23 premiums at the “regular rate of pay,” Defendants failed to include required information on Plaintiff
24 and the Classes’ wage statements, including, but not limited to, the gross wages earned, the net wages
25 earned in violation of Labor Code section 226(a)(1, 2, 5, 9).

26 76. Defendants’ failure to comply with section 226(a) of the Labor Code was knowing and
27 intentional.

28 77. As a result of Defendants’ issuance of inaccurate itemized wage statements to Plaintiff
and members of the Wage Statement Subclass in violation of section 226(a) of the California Labor
Code, Plaintiff and members of the Wage Statement Subclass are each entitled to recover an initial
penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty
of \$4,000 per Plaintiff and per every member of the Wage Statement Subclass from Defendants
pursuant to section 226(e) of the Labor Code, costs and reasonable attorneys’ fees.

1 **SEVENTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(AGAINST ALL DEFENDANTS)**

4 78. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 79. The actionable period for this cause of action is three years prior to the filing of this
6 Complaint through the present, and on-going until the violations are corrected, or the class is certified.

7 80. Labor Code §§ 201 and 202 require Defendants to pay all compensation due and owing
8 to Plaintiff and the Waiting Time Penalty Subclass during the actionable period for this cause of
9 action at or around the time that their employment is or was terminated or ended.

10 81. Labor Code § 203 provides that if an employer willfully fails to pay compensation
11 promptly upon discharge or resignation, as required by Labor Code sections 201 and 202, then the
12 employer is liable for penalties in the form of continued compensation up to thirty (30) workdays.

13 82. Defendants willfully failed to pay Plaintiff and the members of the Waiting Time
14 Penalty Subclass for all overtime and sick pay wages, and their meal and rest period premiums at the
15 “regular rate of pay”, prior to or upon termination or separation from employment with Defendants
16 as required by Labor Code §§ 201 and 202.

17 83. As a result, Defendants are liable to Plaintiff and the Waiting Time Penalty Subclass
18 for waiting time penalties amounting to thirty (30) days wages for Plaintiff and the Classes pursuant
19 to Labor Code § 203. *See, e.g.,* DLSE Manual, 4.3.4 (Failure to pay any sort of wages due upon
20 termination entitles an employee to recover waiting time penalties).

21 **EIGHTH CAUSE OF ACTION**

22 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

23 **(AGAINST ALL DEFENDANTS)**

24 84. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25 85. Labor Code 2802(a) states in pertinent part the following: “(a) An employer shall
26 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
27 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions
28 of the employer, even though unlawful, unless the employee, at the time of obeying the directions,

1 believed them to be unlawful.”

2 86. As set forth above, Plaintiff and members of the Class must be compensated for all
3 necessary business expenditures, including, but not limited to, a reasonable portion of their monthly
4 personal cell phone bills incurred in their discharge of their duties. (See *Cochran v. Schwan’s Home*
5 *Service, Inc.* (2014) 228 Cal.App.4th 1137 (“We hold that when employees must use their personal
6 cell phones for work-related calls, Labor Code section 2802 requires the employer to reimburse them.
7 Whether the employees have cell phone plans with unlimited minutes or limited minutes, the
8 reimbursement owed is a reasonable percentage of their cell phone bills.”); *Aguilar v. Zep, Inc.*, 2014
9 WL 4245988 *17 (N.D. Cal. 2014) (granting Plaintiff’s motion for partial summary judgment on
10 Plaintiff’s cell phone reimbursement claim); *Ritchie v. Blue Shield of California*, 2014 WL 6982943,
11 at *21 (N.D. Cal. 2014) (certifying class of cell phone reimbursement claim and adopting the logic
12 of *Cochran*).

13 87. At all relevant times, by failing to reimburse Plaintiff and the Class for all necessary
14 business expenditures, Defendants have failed to comply with Labor Code Section 2802 and the
15 applicable Wage Orders.

16 **NINTH CAUSE OF ACTION**

17 **UNFAIR COMPETITION**

18 **(AGAINST ALL DEFENDANTS)**

19 88. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

20 89. Defendants have engaged and continue to engage in unfair and/or unlawful business
21 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by
22 failing to pay all overtime and sick pay wages at the appropriate legal rate, by failing to provide all
23 legally required meal and rest periods or pay premium payments at the “regular rate of pay” in lieu
24 thereof, by failing to provide accurate itemized wage statements, by failing to reimburse for necessary
25 business expenses, and by failing to pay all earned wages at the time of separation from employment.

26 90. Defendants’ utilization of these unfair and/or unlawful business practices deprived
27 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
28 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over

1 Defendants' competitors who have been and/or are currently employing workers and attempting to
2 do so in honest compliance with applicable wage and hour laws.

3 91. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
4 herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of
5 monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or
6 converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

7 92. The acts complained of herein occurred within the last four years immediately
8 preceding the filing of the Complaint in this action.

9 93. Plaintiff was compelled to retain the services of counsel to file this court action to
10 protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
11 Defendants' current hourly non-exempt employees and to enforce important rights affecting the
12 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which
13 he is entitled to recover under Code of Civil Procedure § 1021.5.

14 **TENTH CAUSE OF ACTION**

15 **PRIVATE ATTORNEYS GENERAL ACT PENALTIES**

16 **(AGAINST ALL DEFENDANTS)**

17 94. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

18 95. Defendants have committed several Labor Code violations against Plaintiff and other
19 non-exempt employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698
20 *et seq.*, acting on behalf of herself and other non-exempt employees, bring this representative action
21 against Defendants to recover the civil penalties due to Plaintiff, other similarly non-exempt
22 employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f)
23 including, but not limited to (1) \$100 for each initial violation and (2) \$200 for each subsequent
24 violation per employee per pay period for those violations of the Labor Code for which no civil
25 penalty is specifically provided based on the following Labor Code violations:

26 a. Failing to provide Plaintiff and other non-exempt employees all overtime and sick
27 pay compensation at the appropriate premium rate in violation of Labor Code § 204, 210, 510, 1194
28 and 1198;

b. Failing to provide Plaintiff and other non-exempt employees with all of their statutorily mandated meal or rest periods or compensation at the “regular rate of pay” in lieu thereof in violation of Labor Code §§ 204, 510, 558, 1194 and 1198;

c. Failing to reimburse Plaintiff and other non-exempt employees for all necessary business expenditures in violation of Labor Code §§ 2800 and 2802

d. Failing to timely compensate Plaintiff and other non-exempt employees with all earnings at their separation of employment in violation of Labor Code §§ 201-203; and

e. Failing to furnish Plaintiff and other non-exempt employees with complete, accurate, itemized wage statements in violations of Labor Code § 226(a).

96. On or about July 26, 2023, Plaintiff notified Defendant Great Valley Academy via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website of Defendant’s violations of the California Labor Code § 2698 et seq., with respect to violations of the California Labor Code identified in Paragraph 95(a)-(e). Now that sixty-five days have passed from Plaintiff notifying Defendant and the LWDA of these violations, Plaintiff will have exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

97. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other non-exempt employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has hereby incurred attorneys' fees and costs, which she is entitled to receive under California Labor Code § 2698 *et seq.*

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;

2. For an order-appointing Plaintiff as representative of the Classes;

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

4. Upon the First and Second Causes of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194,

1 1194.2, 1197, and 1198;

2 5. Upon the Third Cause of Action, payment of all unpaid sick pay wages and penalties
3 according to proof pursuant to Labor Code § 246 *et seq.*, and for reasonable attorneys' fees and costs;

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

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

8 8. Upon the Sixth Cause of Action, penalties pursuant to Labor Code § 226(a), and
9 reasonable costs and attorneys' fees;

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

12 10. Upon the Eighth Cause of Action, for unreimbursed expenses, interest and attorneys'
13 fees and costs pursuant to Labor Code §§ 2802-2804;

14 11. Upon the Ninth Cause of Action, for restitution to Plaintiff and members of the
15 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
16 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

17 12. Upon the Tenth Cause of Action, for civil penalties due to Plaintiff, other non-
18 exempt aggrieved employees, and the State of California according to proof pursuant to Labor Code
19 § 2699 (a) and (f) including, but not limited to: (1) \$100 for each initial violation and \$200 for each
20 subsequent violation per employee per pay period for those violations of the Labor Code for which
21 no civil penalty is specifically provided under the Labor Code;

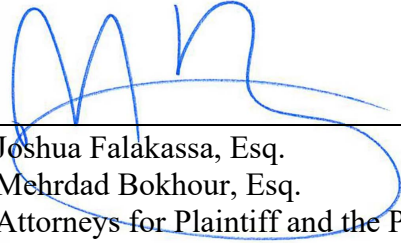
22 13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code
23 § 218.6 and Civil Code §§ 3287 and 3289;

24 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
25 218.5, 226, and Code of Civil Procedure § 1021.5; and

26 15. For such other relief that the Court may deem just and proper.

1 Dated: October 2, 2023

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

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4 By: 

Joshua Falakassa, Esq.

Mehrdad Bokhour, Esq.

Attorneys for Plaintiff and the Putative Classes

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