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Attorneys for Plaintiff,
NICKESHIA WILLIS, on behalf of herself, all
other aggrieved employees, and the State of
California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

NICKESHIA WILLIS, an individual, on behalf) Case No.: **26STCV13911**
of herself, all aggrieved employees, and the)
State of California as a Private Attorneys)
General,)

Plaintiff,

vs.

**REPRESENTATIVE ACTION
COMPLAINT**

INSYNC STAFFING, INC., a Delaware
corporation, UNIVERSITY OF SOUTHERN
CALIFORNIA, a California Nonprofit
Corporation, DOES 1-50, inclusive,

Defendants.

**Violation of the Private Attorneys General
Act of 2004, Cal. Labor Code §2698 *et seq.***

Plaintiff NICKESHIA WILLIS brings this PAGA representative action complaint on
behalf of herself, all aggrieved employees, and the State of California as a Private Attorneys
General, and alleges as follows:

NATURE OF THE ACTION

1. Plaintiff NICKESHIA WILLIS worked as an employee of Defendants INSYNC STAFFING, INC. (“InSync”), UNIVERSITY OF SOUTHERN CALIFORNIA (“USC”), and Does 1 through 50 (collectively, “Defendants”). InSync is a staffing agency that placed Plaintiff and other aggrieved employees in hourly, nonexempt positions on USC’s campus. USC is a private university operating in Los Angeles County. Plaintiff was hired by InSync for placement at USC as a Guest Service Ambassador and worked in that role from on or about January 1, 2025 to on or about April 1, 2025, earning approximately \$20.00 per hour at the time of separation. Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code §2698 *et seq.*, on a representative basis. All current and former hourly, nonexempt employees of Defendants within one year of serving notice on the LWDA to the present are aggrieved employees.

2. Defendants failed to comply with California Labor Code requirements due to erroneous, willful and intentional employment practices and policies. Plaintiff brings this representative action on behalf of herself, all other similarly situated aggrieved employees, and the State of California, based upon the claims articulated below. Plaintiff provided notice of her claims pursuant to §2698 *et. seq.*, to the Labor and Workforce and Development Agency (“LWDA”) as illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day notice period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

3. Defendants have had a consistent policy and/or practice of: (1) failing to permit compliant meal periods; (2) failing to provide rest breaks; (3) failing to provide suitable resting facilities; (4) failing to provide suitable seating; (5) failing to pay wages due upon termination; (6) failing to reimburse for required business expenses; and (7) failing to provide accurate itemized wage statements. Defendants are therefore liable for civil penalties under the California Labor Code, including the Private Attorneys General Act, Labor Code §2698 *et seq.*, as more fully described herein.

4. Plaintiff brings this action against InSync and USC jointly under Labor Code §2810.3, which provides that a client employer shares with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for the payment of wages and for failure to secure valid workers' compensation coverage. InSync supplied Plaintiff and other aggrieved employees as workers to USC to perform labor within USC's usual course of business, and USC obtained or was provided those workers from InSync. Both Defendants are therefore jointly and severally liable for the wage and hour violations alleged herein.

THE PARTIES

5. Plaintiff NICKESHIA WILLIS is a resident of the State of California and is a former employee of Defendants. From on or about January 1, 2025 to on or about April 1, 2025, Plaintiff was employed by InSync and placed at USC as a Guest Service Ambassador. Plaintiff was an hourly, nonexempt employee earning approximately \$20.00 per hour.

6. Defendant INSYNC STAFFING, INC. is, and at all relevant times was, a corporation organized under the laws of the State of Delaware, registered to do business in California, and doing business in the County of Los Angeles, State of California. InSync is a labor contractor within the meaning of Labor Code §2810.3(a)(3) and supplied Plaintiff and other aggrieved employees as workers to USC.

7. Defendant UNIVERSITY OF SOUTHERN CALIFORNIA is, and at all relevant times was, a California nonprofit corporation with its principal place of business at 3551 Trousdale Parkway, Los Angeles, California 90089, and doing business in the County of Los Angeles, State of California. USC is a client employer within the meaning of Labor Code §2810.3(a)(1) and obtained or was provided workers, including Plaintiff and other aggrieved employees, from InSync to perform labor within USC's usual course of business.

8. Plaintiff is unaware of the true names, capacities, relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as DOES 1 through 50, but is informed and believes and thereon alleges that said Defendants are legally responsible for the wrongful conduct alleged herein and therefore sues Defendants by such fictitious names, Plaintiff will amend this complaint when their true names and capabilities are ascertained.

9. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees of the representative class, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.

JURISDICTION AND VENUE

10. Venue is proper in this judicial district because Defendants conduct business in this county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees in this case that arose in this county.

11. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. Based on information, investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for monetary damages, penalties and attorney's fees is more than thirty-five thousand dollars (\$35,000).

12. The California Superior Court has jurisdiction in this matter because Plaintiff is a resident of California and Defendants are qualified to do business in California and regularly conduct business in California. Further, there is no federal question at issue as the claims herein are based solely on California law.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

13. During the relevant time-period, Defendants committed various violations of the California Labor Code as alleged below in more detail. Defendants enforce multiple policies that violate state law, which are intended to increase profits to the detriment of aggrieved employees.

14. This representative action represents over fifty current and former aggrieved employees.

1 15. For at least one (1) year prior to the date of service notice on the LWDA, and continuing
2 to the present, Defendants engaged in unlawful employment practices that resulted in violations of
3 numerous Labor Code sections, as set forth more fully below.

4 16. Plaintiff and all current and former hourly, nonexempt employees within one year of
5 filing this action to the present are aggrieved employees within the meaning of Labor Code 2699,
6 *et seq.* (See Labor code §2699(c).)

7 17. Defendant, and each of them, have committed the following violations of the California
8 Labor Code:

9 **Failure to Permit Compliant Meal Periods**

10 (Cal. Lab. Code §§226 (a), 226.7, 512, 558, 1198, 2698 et seq., Wage Order)

11 18. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
12 incorporates said paragraphs herein by reference.

13 19. Labor Code §512 provides, “[a]n employer may not employ an employee for a work
14 period of more than five hours per day without providing the employee with a meal period of not
15 less than 30 minutes” Labor Code §226.7(a) provides, “[n]o employer shall require an
16 employee to work during any meal . . . period mandated by an applicable order of the Industrial
17 Welfare Commission.” Paragraph 11 of the applicable Wage Order provides, in pertinent part,
18 “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall
19 be considered an ‘on duty’ meal period and counted as time worked.”

20 20. Defendants failed to permit Plaintiff and other aggrieved employees to take timely, off-
21 duty meal periods of “not less than 30 minutes” for each five consecutive hours of work, in
22 violation of Labor Code §§226.7 and 512. When meal periods were noncompliant, Defendants
23 failed to pay all premium wages to Plaintiff and aggrieved employees at their regular rates of pay.

24 21. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because,
25 among other reasons: (1) Defendants did not account for all hours worked that were unaccounted
26 for on aggrieved employees’ timecards; (2) Defendants did not adequately inform and train
27 employees about their rights to meal periods and premium payments for noncompliant meal
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1 periods; (3) Defendants did not adequately inform and train employees about when, where, and
2 how to take timely and uninterrupted thirty-minute meal periods; (4) Defendants did not staff
3 enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5)
4 management at various levels, affecting all hourly, nonexempt employees, refused to offer, permit,
5 or enforce a lawfully compliant meal period policy; and/or (6) Defendants unlawfully shaved
6 and/or rounded clock-in and clock-out times for meal periods.

7 22. Defendants' policies and worksite conditions prevented Plaintiff and other aggrieved
8 employees from taking compliant meal periods. Meal periods were routinely late, short, and/or
9 interrupted. Plaintiff and other aggrieved employees were prohibited from taking meal periods in
10 areas where students were present. The designated break area was located in the center of USC's
11 campus, approximately a fifteen-minute walk from employees' assigned work posts at campus
12 entry points. As a result, a substantial portion of each meal period was spent walking to and from
13 the designated break location rather than being received as a full, uninterrupted, thirty-minute, off-
14 duty meal period.

15 23. Meal periods were also frequently interrupted by students at the campus entry points
16 and elsewhere, preventing Plaintiff and other aggrieved employees from being fully relieved of
17 duty. Because employees were required to walk significant distances to reach permissible break
18 areas or locate alternative approved locations, they routinely spent a substantial portion of their
19 meal and rest periods walking between break locations and assigned work posts. This time was
20 under Defendants' control, performed off the clock, and not compensated.

21 24. As a derivative claim, Plaintiff alleges that pay statements issued to Plaintiff and other
22 aggrieved employees were inaccurate, failing to include required meal period premium wages, in
23 violation of the requirements of Labor Code §226(a).

24 25. As a result of these violations, Defendants are liable for civil penalties pursuant to
25 California Labor Code §§558, 226.3, and 2698 *et seq.*
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Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders)

26. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporates said paragraphs herein by reference.

27. Defendants failed to maintain a compliant rest period policy and practice that provides employees with off-duty rest periods as required by California law. Plaintiff and other aggrieved employees frequently missed rest periods as a result of Defendants' staffing and business practices, and rest breaks were not scheduled into daily shifts.

28. Rest periods were either less than ten minutes, not provided, interrupted, late, "on duty," or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because, among other reasons: (1) Defendants did not account for all hours worked that were unaccounted for on aggrieved employees' timecards; (2) Defendants did not adequately inform and train employees about their rights to rest breaks and premium payments for noncompliant rest breaks; (3) Defendants did not adequately inform and train employees about when, where, and how to take timely and uninterrupted ten-minute rest breaks; (4) Defendants did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) management at various levels, affecting all hourly, nonexempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

29. The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.* (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period. Lab. Code §226.7; applicable IWC Wage Order, §12(B). Moreover, under California law, rest periods must be a "net" ten minutes in a suitable rest area. *Augustus, supra*, 5 Cal.5th at 268. The employer must clearly communicate that employees are entitled to a full ten minutes of rest in the rest area, regardless of what happens

1 along the way to and from the rest area. *Id.*; see also *Bufile v. Dollar Fin. Grp., Inc.* (2008) 162
2 Cal.App.4th 1193, 1199 (the “onus is on the employer to clearly communicate the authorization
3 and permission [to take rest periods] to their employees”).

4 30. Rest breaks were consistently under ten minutes because Plaintiff and other aggrieved
5 employees were required to return to their workstations within ten minutes. However, the only
6 break facility was located approximately a fifteen-minute walk from employees’ assigned work
7 areas, significantly cutting into the required “net” ten-minute rest breaks. Because the only break
8 area was such a far walk from Plaintiff and other aggrieved employees’ workstations, it was the
9 equivalent of having no rest area.

10 31. Plaintiff and other aggrieved employees were not permitted to take rest breaks in areas
11 where students were present, which significantly limited permissible break areas. The designated
12 break room was located approximately a fifteen-minute walk from Plaintiff’s assigned work post,
13 and alternative locations required employees to spend additional time searching for areas away
14 from students. As a result, a substantial portion of each allotted rest period was consumed by
15 walking to and from a permissible location rather than constituting a full, duty-free, ten-minute
16 rest period.

17 32. Defendants did not authorize or permit all of their hourly, nonexempt employees to
18 take at least a ten-minute rest period in which they were relieved of all duties for every four hours
19 of work, or major fraction thereof, as required by Cal. Lab. Code §§226.7 and 512 and the
20 applicable Wage Orders. When breaks were missed, Defendants failed to pay the one-hour
21 premium, as required. Because Defendants violated the Wage Order, Defendants are liable under
22 Labor Code §1198. As a result of these violations, Defendants are liable for civil penalties pursuant
23 to California Labor Code §§558 and 2698 *et seq.*

1 **Failure to Pay Wages Due Upon Termination**

2 (Cal. Lab. Code §§ 201, 202, 203, 227.3, 2698 et seq.)

3 33. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
4 incorporates said paragraphs herein by reference.

5 34. An employee who is discharged must be paid all of his or her wages, including accrued
6 vacation, immediately at the time of termination. Cal. Labor Code §§201 and 227.3. As set forth
7 above, Defendants knowingly and willfully failed to pay all compensation due and owing to
8 Plaintiff and other aggrieved employees at the time their employment terminated, including unpaid
9 meal and rest period premiums, unpaid wages for off-the-clock walking time, and unreimbursed
10 business expenses.

11 35. Defendants willfully failed to pay employees who are no longer employed by
12 Defendants all compensation due upon termination of employment as required by Cal. Lab. Code
13 §§201 and 202. Plaintiff and other aggrieved employees who have separated from employment are
14 entitled to recover up to thirty (30) days' pay as waiting time penalties under §203, and Defendants
15 are liable for civil penalties pursuant to California Labor Code §2698 *et seq.*

16 **Failure to Provide Suitable Resting Facilities/Breakroom**

17 (Cal. Labor Code §§226.7, 1198, 2698 *et seq.*)

18 36. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
19 incorporates said paragraphs herein by reference.

20 37. Per section 13 of all applicable IWC Wage Orders, employees shall be provided with
21 suitable resting facilities. Section 13(B) of the Wage Orders provides: "Suitable resting facilities
22 shall be provided in an area separate from the toilet rooms and shall be available to employees
23 during work hours."
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25 38. The designated break area at USC was a shared space intended for all employees on
26 campus and was not reasonably accessible to Plaintiff and other aggrieved employees during their
27 shifts, who were stationed to work a substantial walking distance from the break area. The break
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1 location was situated approximately a fifteen-minute walk from Plaintiff's assigned work post,
2 making it impractical to use during short rest periods. As a result, Plaintiff and other aggrieved
3 employees were effectively deprived of reasonable access to adequate resting facilities during their
4 work shifts.

5 39. Defendants could have provided employees with suitable resting facilities reasonably
6 proximate to employees' work posts with reasonable or no modification, but instead denied, and
7 continue to deny, employees with suitable areas to rest. As a result, employees were forced to
8 adjust to areas not conducive to resting, including but not limited to leaning against walls, or to
9 search for facilities outside Defendants' control that are not designated or reserved for rest, such
10 as their personal vehicles.

11 40. Defendants did not provide employees with suitable resting facilities during their hours
12 of work, particularly during meal and/or rest periods. Defendants' failure to provide suitable
13 resting facilities to aggrieved employees violated and continues to violate the applicable Wage
14 Order, section 13(B), and the California Labor Code, including but not limited to §1198.
15 Defendants are liable for civil penalties pursuant to California Labor Code §2698 *et seq.*
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17 **Failure to Provide Suitable Seating**

18 (Cal. Labor Code §1198, 2698 *et seq.*, and applicable Wage Orders)

19 41. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
20 incorporates said paragraphs herein by reference.

21 42. Labor Code §1198 provides, in pertinent part, that "[t]he employment of any employee
22 . . . under conditions of labor prohibited by the [Wage Order] is unlawful." Section 14 of the
23 applicable Wage Order provides: (A) "All working employees shall be provided with suitable seats
24 when the nature of the work reasonably permits the use of seats"; and (B) "When employees are
25 not engaged in the active duties of their employment and the nature of the work requires standing,
26 an adequate number of suitable seats shall be placed in reasonable proximity to the work area and
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1 employees shall be permitted to use such seats when it does not interfere with the performance of
2 their duties.”

3 43. Plaintiff’s and other aggrieved employees’ job duties as Guest Service Ambassadors
4 included standing at campus entry points and other key locations to review identification and check
5 in guests and students. For employees working at campus entry locations, the work was performed
6 on a laptop placed on a table and could have been completed while seated. Despite this, Defendants
7 removed chairs from the work area and expressly prohibited employees from sitting. Plaintiff was
8 informed that if she was observed sitting, she would be sent home for the remainder of the day
9 without pay. As a result, Plaintiff and other aggrieved employees were required to stand for the
10 entirety of their shifts.

11 44. Although Plaintiff and other aggrieved employees were responsible for checking
12 individuals into campus, their duties did not require physically pursuing individuals. If someone
13 attempted to pass through an entry point without authorization, employees were instructed to
14 contact security and report the incident rather than intervene. Accordingly, the essential job
15 functions of Guest Service Ambassadors did not require constant standing, and the work could
16 have been effectively performed while seated.

17 45. At all relevant times, Defendants failed to provide Plaintiff and other aggrieved
18 employees with suitable seating during their employment as required by section 14 of the
19 applicable Wage Order. Plaintiff and other aggrieved employees were not provided with seating
20 during shifts in which they worked at positions that would reasonably permit the use of seating,
21 nor was seating provided within reasonable proximity to work areas for use when not engaged in
22 active duties. Defendants are therefore liable for civil penalties pursuant to California Labor Code
23 §§1198 and 2698 *et seq.*
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1 **Failure to Reimburse for Required Business Expenses**

2 (Cal. Labor Code § §1198, 2802, 2698 et seq.)

3 46. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
4 incorporates said paragraphs herein by reference.

5 47. Labor Code §2802 requires employers to indemnify employees for necessary
6 expenditures or losses incurred by employees in direct consequence of the discharge of duties.
7 Accordingly, Employers are liable for civil penalties under PAGA §2698 *et seq.*

8 48. Plaintiff and aggrieved employees are required to use their personal cell phones for
9 work related communications, although Defendants did not reimburse them in any way for the
10 expense of their personal cell phone use as required by the Labor Code.

11 **FIRST CAUSE OF ACTION**

12 **Against Defendants for Violation of the Private Attorneys General Act (“PAGA”)**

13 **(California Labor Code §2698 *et seq.*)**

14 49. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
15 incorporates said paragraphs herein by reference.

16 50. Plaintiff is an “aggrieved employee” under PAGA, as she was employed by Defendants
17 during the applicable statutory period and suffered one or more of the Labor Code violations set
18 forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and
19 former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable
20 attorneys’ fees and costs.

21 51. Plaintiff seeks to recover the PAGA civil penalties through a representative action
22 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
23 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

24 52. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
25 Code provisions:

26 a. Failure to Permit Compliant Meal Periods (Cal. Labor Code §§226 (a), 226.7, 512,
27 558, 1198, 2698 et seq., Wage Order);
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1 b. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198,
2 2698 *et seq.*, Wage Orders);

3 c. Failure to Pay Wages Due Upon Termination (Cal. Lab. Code §§201, 202, 203,
4 227.3 and 2698 *et seq.*);

5 d. Failure to Provide Suitable Resting Facilities/ Breakroom (Cal. Labor Code
6 §§226.7, 1198, 2698 *et seq.*);

7 e. Failure to Provide Suitable Seating (Cal. Labor Code §§1198, 2698 *et seq.*)

8 f. Failure to Reimburse for Required Business Expenses (Cal. Labor Code §§1198,
9 2802, 2698 *et seq.*)

10 53. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil
11 penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per
12 aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved
13 employee for each subsequent violation of Labor Code §226(a).

14 54. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil
15 penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations
16 for each underpaid employee for each pay period for which the employee was underpaid, and one
17 hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period
18 for which the employee was underpaid.

19 55. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per
20 pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay
21 period, per aggrieved employee for subsequent violations for all Labor Code provisions for which
22 a civil penalty is not specifically provided.

23 56. Plaintiff and the other current and former employees of Defendants are aggrieved
24 employees. They were or are employed by Defendant, and each of them, and the violations alleged
25 herein were committed against them. Plaintiff brings this action on behalf of herself and all other
26 current and former aggrieved employees.

27 57. At the time of each violation, Defendants employed one or more employees.
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58. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be determined at trial, pre-judgment interest, costs and attorneys' fees.

59. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and Workforce Development Agency (“LWDA”) and served by certified mail upon Defendant, Plaintiff through counsel notified the LWDA and Defendants of the specific Labor Code provisions that Defendants have violated. The LWDA did not respond to Plaintiff’s Notice within the statutory timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code §2699.3, Plaintiff may now pursue their PAGA claims in this action on behalf of aggrieved employees and the State of California.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for judgement against Defendants as follows:

1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be determined at trial, but at least the jurisdictional amount of this Court;
2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g) and/or other applicable law;
3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable law;

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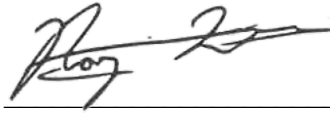
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- 1 4. Pre-judgement and post-judgement interest as provided by law; and
2 5. Such other and further relief that the Court may deem just and proper.
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4 DATED: April 30, 2026

KOUL LAW FIRM, APC

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8 BY: Nazo Koulloukian, Esq.
9 Attorneys for Plaintiff NICKESHIA WILLIS, and
all aggrieved employees
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EXHIBIT A



Nazo@Koullaw.com

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GLENDALE, CA 91205

www.koullaw.com

February 5, 2026

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

InSync Staffing, Inc.
500 West Office Center Drive Suite 150
Fort Washington, PA 19034

University of Southern California
3551 Trousdale Parkway Adm 352
Los Angeles, Ca 90089

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*

Claimant(s): Nickeshia Willis

Employer(s): InSync Staffing, Inc.; University of Southern California

Dear Sir or Madam:

Nickeshia Willis (“Claimant”) has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC to represent Claimant, and all other aggrieved employees, for conditions of employment and wage and hour claims against former employers, InSync Staffing, Inc. and the University of Southern California (USC) (hereafter “Employer”).

Claimant was hired by InSync Staffing, Inc. for placement as a “Guest Service Ambassador” at USC. Claimant worked for Employer from January 1, 2025 to April 1, 2025. Claimant worked as an hourly, nonexempt employee earning approximately \$20.00 an hour at the time of separation. Claimant was employed in the same or similar Guest Service Ambassador and campus guest-services roles as other aggrieved employees, and was subject to the same policies, practices, supervision, and worksite conditions as those employees.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

Claimant brings this action against the above employers, including the staffing agency and its client employer, pursuant to Labor Code Section 2810.3. This PAGA Notice letter shall also serve as notice, pursuant to subdivision 6 (d) of Section 2810.3, that Claimant, on behalf of herself and similarly situated employees, will file a civil action against all employers named above in accordance with Labor Code Section 2810.3, subdivision 6 (b-f), which provide:

(b) A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for both of the following:

(1) The payment of wages.

(2) Failure to secure valid workers' compensation coverage as required by Section 3700.

During Claimant's employment, Claimant personally experienced the Labor Code violations described below. We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act on behalf of the Labor and Workforce and development Agency and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3.

Failure to Permit Compliant Meal Periods

(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)

Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission." Paragraph 11 of the Wage Order provides, in pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. When meal periods were noncompliant, Employer failed to pay all premium pay to Claimant and aggrieved employees at their regular rates of pay. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels, affecting all hourly, non-exempt employees,

refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because Employer unlawfully shaved and/or rounded clock in and clock out times for meal periods. Employees were not paid a premium payment, paid as an hour's wage when meal periods were not given to them in compliance with California law.

Employer's policies and worksite conditions prevented Claimant and her coworkers from taking compliant meal periods. Meal periods were routinely late, short, and/or interrupted. Claimant and other aggrieved employees were prohibited from taking meal periods in areas where students were present. The designated break area was located in the center of campus, approximately a fifteen-minute walk from employees' assigned work posts at campus entry points. As a result, a substantial portion of the meal period was spent walking to and from the designated break location rather than receiving a full, uninterrupted thirty-minute off-duty meal period.

Meal periods were also frequently interrupted by students, preventing Claimant and her coworkers from being fully relieved of duty. Because employees were required to walk significant distances to reach permissible break areas or locate alternative approved locations, they routinely spent a substantial portion of their meal and rest periods walking between break locations and assigned work posts. This time was under Employer's control, performed off the clock, and not compensated.

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders)

Employer failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports that employees frequently missed rest periods as a result of Employer's staffing and business practices, and that rest breaks were not scheduled into daily shifts.

Rest periods were either less than ten minutes, not provided, interrupted or late, "on duty," or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s)). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance

with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

Employer did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employer failed to pay the 1-hour premium, as required.

Rest break- Walk time

Rest breaks were consistently under 10 minutes because employees were required to return back to their workstations within 10 minutes. However, the break facility was located 15 minutes from the work areas, significantly cutting into employees' required 10 minute "net" rest breaks. Because the only break area was such a far walk from Claimant and aggrieved employees' work stations, it was the equivalent of having no rest area.

Claimant and her coworkers were not permitted to take rest breaks in areas where students were present, which significantly limited permissible break areas. The designated break room was located approximately a fifteen-minute walk from Claimant's assigned work post, and alternative locations required employees to spend additional time searching for areas away from students. As a result, a substantial portion of the allotted rest period was consumed by walking to and from a permissible location rather than constituting a full, duty-free ten-minute rest period.

Failure to Provide Suitable Resting Facilities/Breakroom

(Cal. Labor Code §§ 226.7, 1198, 2698 *et seq*)

Per section 13 of all applicable IWC Wage Orders, employees shall be provided with suitable resting facilities. Section 13(B) of the Wage Orders provides: "Suitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours."

Employer's locations/facilities are generally similar in layout and design, and there was, and continue to be, space that allows for a resting facility that employees may use to cease work and recover during meal or rest periods. Employer could have provided employees with a resting facility within the facilities/locations with reasonable or no modification, but instead denied and continue to deny, employees with suitable areas to rest (e.g. a breakroom). As a result, employees

were forced to adjust to areas not conducive to resting, including but not limited to leaning up against the wall, or search for facilities outside of Employer's premises which are not designated or reserved for rest, such as their personal vehicles.

Employer did not provide employees with suitable resting facilities during their hours of work, particularly during meal and/or rest periods. Employer's failure to provide suitable resting facilities to aggrieved employees violated and continues to violate the applicable Wage Order, section 13(B) and the California Labor Code, including but not limited to section 1198.

The designated break area was a shared space intended for all employees on campus and was not reasonably accessible to Claimant and other aggrieved employees during their shifts who were stationed to work a substantial walking distance from the break area. The break location was situated approximately a fifteen-minute walk from Claimant's assigned work post, making it impractical to use during short rest periods. As a result, Claimant and other aggrieved employees were effectively deprived of reasonable access to adequate resting facilities during their work shifts.

Failure To Provide Suitable Seating
(Lab. Code section 1198 and Wage Orders)

Labor Code section 1198 states, in pertinent part, "The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful."

The Wage Orders provide that:

- (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.

Claimant and aggrieved employees' job duties included standing at the entry points of campus and other key locations to review identification and check in guests and students. For employees working at campus entry locations, the work was performed on a laptop placed on a table and could have been completed while seated. Despite this, Employer removed chairs from the work area and expressly prohibited employees from sitting. Claimant was informed that if she was observed sitting, she would be sent home for the remainder of the day without pay. As a result, Claimant and other aggrieved employees were required to stand for the entirety of their shifts. Although Claimant and other aggrieved employees were responsible for checking individuals into campus, their duties did not require physically pursuing individuals. If someone attempted to pass through the entry point without authorization, employees were instructed to contact security and report the incident rather than intervene. Accordingly, the essential job functions of Ambassadors

did not require constant standing, and the work could have been effectively performed while seated.

At all relevant times, Employer failed to provide Claimant and aggrieved employees with suitable seating during their employment as required by section 12 of the applicable Wage Order. Claimant and other aggrieved employees were not provided with seating during shifts in which they worked at positions which would reasonably permit the use of seating, nor was seating provided within a reasonable walk from work areas for necessary breaks. Accordingly, Claimant will pursue civil penalties under Labor Code §2698 *et seq.*, and all available remedies to the extent allowed by law for the alleged violations.

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 227.3 and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated.

Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et seq.*

Failure to Reimburse for Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2698 *et seq.*)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties.

Claimant and aggrieved employees are required to use their personal cell phones for work related communications and tracking their hours, although Employers did not reimburse them in any way for the expense of their personal cell phone use as required by the Labor Code. Accordingly, Employers are liable for civil penalties under PAGA §2698 *et seq.*

Failure to Provide Accurate Itemized Wage Statements

(Cal. Labor Code §§ 226, 1174, 2698 *et seq.*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

Derivative of the claims above, the statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross

wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

§226 (a) requires:

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

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked, and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment-related contracts and documents that contained unlawful terms of employment, including invalid meal period waivers resulting from a noncompliant meal period policy and/or practice.

Conclusion

Employer has violated a number of California wage and hour laws and is therefore liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.* Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform Claimant if it does not intend to investigate these violations so that Claimant may pursue these claims as a representative action in civil court.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a stylized flourish at the end.

Nazo Koulloukian, Esq.
Attorney for Claimant