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

WILLIAM ROBINSON, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

T.E.R.I., INC., a California nonprofit
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 26CU015280C

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT FOR VIOLATION OF
LABOR CODE § 2698, ET. SEQ.**

DEMAND OVER \$35,000.00

1 Plaintiff William Robinson (“Plaintiff”) hereby submits this First Amended
2 Representative Action Complaint (“Complaint”) against Defendant T.E.R.I., Inc. (“Defendant”)
3 and Does 1 through 50 (collectively, “Defendants”), on behalf all other similarly situated current
4 and former employees of Defendants for penalties for violations of the California Labor Code as
5 follows:

6 **INTRODUCTION**

7 1. This representative action is within the Court’s jurisdiction under California
8 Labor Code sections 201, 202, 203, 226, 226.7 and 2698 *et. seq.*, and the applicable Industrial
9 Welfare Commission (“IWC”) Wage Orders.

10 2. This Complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code, and the applicable IWC Wage Orders against
12 individuals who worked for Defendants.

13 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
14 jointly and severally, have acted intentionally and with deliberate indifference and conscious
15 disregard to the rights of all employees by: (a) failing to provide compliant, uninterrupted, and
16 duty-free rest periods, or premium compensation in lieu thereof, in violation of Labor Code
17 section 226.7; (b) failing to furnish accurate, itemized wage statements as a result of Defendants’
18 failure to pay rest period premiums, in violation of Labor Code section 226; and (c) failing to
19 timely pay all wages due upon separation of employment as a result of Defendants’ failure to pay
20 rest period premiums, in violation of Labor Code sections 201, 202, and 203.

21 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 have engaged in, among other things a system of willful violations of the California Labor Code
23 and the applicable IWC Wage Orders by creating and maintaining policies, practices, and
24 customs that knowingly deny employees the above stated rights and benefits.

25 **JURISDICTION AND VENUE**

26 5. The Court has jurisdiction over the violations of the California Labor Code
27 sections 201, 202, 203, 226, 226.7, and 2698 *et. seq.*, and the applicable IWC Wage Orders.

28 6. Venue is proper in San Diego County because Plaintiff worked for Defendant in

Oceanside, California.

PARTIES

7. Plaintiff was employed by Defendant as a Registered Behavioral Technician from approximately April 15, 2025, to about March 2, 2026. For the duration of his employment, Plaintiff was an hourly non-exempt employee.

8. Plaintiff is informed and believes, and based thereon alleges, that T.E.R.I., Inc. was and is a California nonprofit corporation doing business in the State of California, including San Diego County.

9. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Does 1 through 50, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such, and based upon all the facts and circumstances incident to Defendant's business, Defendants are subject to the California Labor Code.

10. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this Complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

11. At all times herein mentioned, each defendant participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants, and each of them, were the agents, servants, and employees of each of the other defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

12. Plaintiff is informed and believes, and based thereon alleges, that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or joint venturer of, or working in concert with each of the other co-Defendants and was acting

1 within the course and scope of such agency, employment, joint venture, or concerted activity. To
2 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
3 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
4 Defendants.

5 13. At all times herein mentioned, Defendants, and each of them, were members of,
6 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
7 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

8 14. At all times herein mentioned, the acts and omissions of various Defendants, and
9 each of them, concurred and contributed to the various acts and omissions of each and all of the
10 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
11 herein mentioned, Defendants, and each of them, ratified each and every act or omission
12 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
13 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
14 damages as herein alleged.

15 **FIRST CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE § 2698 *ET. SEQ.***

17 **(BY PLAINTIFF AND THE AGGRIEVED EMPLOYEES AGAINST ALL**
18 **DEFENDANTS)**

19 15. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
20 though fully set forth herein.

21 16. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code
22 section 2698 *et seq.*, Plaintiff brings this cause of action for violation of PAGA as a proxy for the
23 State of California and in this capacity, will seek penalties on behalf of all Aggrieved Employees
24 from March 10, 2025 through the present, for Defendant's policy and practice of: (1) failing to
25 provide compliant, uninterrupted, and duty-free rest periods, or premium compensation in lieu
26 thereof, in violation of Labor Code section 226.7; (2) failing to furnish accurate, itemized wage
27 statements as a result of Defendants' failure to pay rest period premiums, in violation of Labor
28 Code section 226; and (3) failing to timely pay all wages due upon separation of employment as

1 a result of Defendants' failure to pay rest period premiums, in violation of Labor Code sections
2 201, 202, and 203.

3 17. The applicable Wage Order and California Labor Code section 226.7 require
4 employers to authorize and permit all employees to take off-duty rest periods, which insofar as
5 practicable shall be in the middle of each work period, and that the rest period time shall be
6 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
7 hours or major fraction thereof, unless the total daily work time is less than three and one-half
8 hours. Labor Code section 226.7 further provides that if an employer fails to provide an
9 employee a rest period in accordance with an applicable Wage Order, the employer shall pay the
10 employee one additional hour of pay at the employee's regular rate of compensation for each
11 workday that the a compliant rest period is not provided.

12 18. As a matter of policy and practice, on workdays in which Plaintiff and Aggrieved
13 Employees worked at least three and one half hours, Defendant regularly and repeatedly failed to
14 authorize and permit compliant, uninterrupted, duty-free rest periods. As a further matter of
15 policy and practice, Defendant failed to pay Plaintiff and Aggrieved Employees one hour of
16 premium pay at their regular rate of compensation for each workday in which a compliant rest
17 period was not authorized and permitted, as required by Labor Code section 226.7.

18 19. Plaintiff is informed and believes, and based thereon alleges, that Defendant
19 willfully failed to pay Plaintiff and Aggrieved Employees the rest period premium wages due
20 and owing to them. As a result of Defendant's willful failure to pay all premium wages due,
21 separated Aggrieved Employees were not timely paid all wages due upon separation of
22 employment.

23 20. Defendant failed in its affirmative obligation to provide accurate itemized wage
24 statements, in violation of Labor Code section 226. Due to Defendant's failure to pay rest period
25 premium wages as alleged herein, Defendant furnished Plaintiff and Aggrieved Employees with
26 inaccurate itemized wage statements. Specifically, the wage statements failed to accurately
27 reflect all applicable hourly rates of pay and failed to state the correct gross wages earned and net
28 wages earned.

1 21. On or about March 10, 2026, Plaintiff sent written notice to the California Labor
2 & Workforce Development Agency ("LWDA") of Defendant's violations of Labor Code
3 sections 201, 202, 203, 226, 226.7, pursuant to Labor Code section 2698 *et seq.* As of the date of
4 the filing of this Complaint, the LWDA has yet to provide notice to Plaintiff as to whether it
5 intends to investigate the violations provided for in the written notice. In addition to the LWDA,
6 Plaintiff also sent his written notice to Defendant via certified mail according to Labor Code
7 section 2699.3.

8 22. As such, pursuant to Labor Code section 2699(a), Plaintiff will seek recovery of
9 any and all applicable civil penalties for Defendant's violation of Labor Code sections 201, 202,
10 203, 226, 226.7, for the time period described above, on behalf of himself and other Aggrieved
11 Employees.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf
14 this suit is brought against Defendants, jointly and severally, as follows:

15 1. Upon the First Cause of Action, for civil penalties according to proof pursuant to
16 Labor Code section 2698, *et seq.*, and for costs and attorneys' fees;

17 2. On all causes of action, for attorneys' fees and costs as provided by California
18 Labor Code section 2699, and Code of Civil Procedure section 1021.5; and

19 3. For such other and further relief as the Court may deem just and proper.
20

21 DATED: May 15, 2026

DIVERSITY LAW GROUP, P.C.

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23 By:  _____
24 Kristen M. Agnew
25 Attorneys for Plaintiff and the Aggrieved
26 Employees
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