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 Superior Court of California
 County of Los Angeles
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David W. Slayton, Executive Officer / Clerk of Court
 By: M. Strano Deputy

Attorneys for Plaintiff ZAHID MOSAVI
 on behalf of himself and all others similarly situated

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

ZAHID MOSAVI, an individual, on behalf
 of himself and others similarly situated,

Plaintiff,

vs.

OPTIONS FOR LEARNING, a California
 non-profit corporation and DOES 1
 through 50, inclusive,

Defendants.

Case No.: 26STCV07366

CLASS ACTION

Assigned for All Purposes To:
 Hon. William F. Highberger
 Dept.: 10

**FIRST AMENDED CLASS ACTION
 COMPLAINT FOR:**

1. Failure to Pay Minimum Wages and for All Hours Worked;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Labor Code § 226.7;
4. Rest-Break Liability Labor Code § 226.7;
5. Failure to Pay Sick Pay, Labor Code § 246;
6. Violation of Labor Code § 226(a);
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
10. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802;
11. Violation of Business & Professions Code § 17200 *et seq.*; and
12. Penalties under PAGA Labor Code § 2698.

DEMAND FOR JURY TRIAL

Original Complaint Filed: March 6, 2026
 Trial Date: None Set

1 Plaintiff ZAHID MOSAVI (hereinafter “Plaintiff”), on behalf of himself and all other
2 similarly situated non-exempt, hourly employees employed by Defendants in California during the
3 relevant period (collectively, “Employees”; individually, “Employee”), complain of Defendants as
4 follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of himself and all current and former
7 Employees within the State of California who, at any time during the four years prior to the filing
8 of this lawsuit, are or were employed as non-exempt, hourly employees by Defendants OPTIONS
9 FOR LEARNING, a California non-profit corporation and DOES 1 through 50 (all defendants
10 being collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants violated
11 various provisions of the California Labor Code, relevant orders of the Industrial Welfare
12 Commission (IWC), and California Business & Professions Code, and seek redress for these
13 violations.

14 2. Plaintiff, ZAHID MOSAVI (“MOSAVI”) worked as a Program Leader at one of
15 Defendants’ facilities and locations in California. Defendants employed other similarly situated
16 Class members as teachers, teacher aids, administrative personnel, janitorial staff, and in similar
17 and related positions in connection with providing education and childcare to Defendants’ students
18 and customers throughout California. Plaintiff and the other similarly situated Class members
19 worked at Defendants’ behest without being paid all wages due and without being provided all
20 required breaks. More specifically, Plaintiff and the other similarly situated Class members were
21 employed by Defendants and (1) shared similar job duties and responsibilities (2) were subjected
22 to the same policies and practices (3) and endured similar violations at the hands of Defendants as
23 the other Employees who served in similar and related positions.

24 3. Defendants required Plaintiff and the Employees in the Class to work off the clock
25 and failed to record accurate time worked by these Employees, failed to pay them at the
26 appropriate rates for all hours worked, failed to pay all wages due and owing at termination or
27 resignation, and provided Plaintiff and the Class members with inaccurate wage statements that
28 prevented them from learning of these unlawful pay practices. Defendants also failed to provide

1 Plaintiff and the Class with lawful meal and rest periods, as Employees were required to remain
2 under Defendants' control and were not provided with the opportunity to take full uninterrupted,
3 timely, and duty-free rest periods and meal breaks, as required by the Labor Code and the
4 applicable paragraphs of the IWC Wage Orders.

5 4. Defendant OPTIONS FOR LEARNING is a California non-profit corporation
6 which lists its principal address with the California Secretary of State in West Covina, Los
7 Angeles County, California. The OPTIONS FOR LEARNING website states their business to be
8 "a mission-driven childcare and early learning agency." Defendant OPTIONS FOR LEARNING
9 is listed as the employer on the wage statements issued to Plaintiff by Defendants, and upon
10 information and belief to other Class members. Upon information and belief, OPTIONS FOR
11 LEARNING operates various facilities where their California Employees are based out of,
12 including the California facilities where Plaintiff worked.

13 5. The true names and capacities, whether individual, corporate, associate, or
14 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
15 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
16 Civil Procedure § 474. Plaintiff is informed and believe and thereon allege that Defendants
17 designated herein as Does 1 through 50, inclusive, and each of them, is legally responsible in some
18 manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this
19 Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1
20 through 50 when their identities become known.

21 6. This Court has jurisdiction over this Action pursuant to California Code of Civil
22 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
23 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
24 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
25 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
26 obligations and liabilities giving rise to this lawsuit occurred, at least in part in Los Angeles
27 County, where Defendants are headquartered.

28 7. 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, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, created and implemented the policies and practices that governed the employment of Plaintiff and the Class members and dictated their job duties and responsibilities, or otherwise suffered or permitted Plaintiff and the other Employee Class members to work, or engaged, thereby creating a common law employment relationship, with the Employee Class members. Therefore, Defendants, and each of them, employed or jointly employed the Employee Class members.

FACTUAL BACKGROUND

8. The Employees who comprise the Class, including Plaintiff, are non-exempt employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare Commission (“IWC”). During the period of four years prior to the filing of this action through its resolution, Plaintiff and the Class members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates, including for meal period and rest break premium payments. Plaintiff also contend that Defendants failed to pay Plaintiff and the Class members all wages due and owing, including by miscalculating wages owed and by requiring off the clock work, failing to provide meal and rest breaks, and failing to furnish accurate wage statements and timely pay all wages owed, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

9. During the course of Plaintiff’s and the Class members’ employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in “off the clock” work) and for all their overtime hours worked, or were not paid at the correct rates. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly employees as shipping and receiving associates, machine operators, fork lift drivers, stockers, drivers, warehouse workers, and in similar and related positions in connection

1 with providing education and childcare to Defendants' students and customers throughout
2 Defendants' facilities in California.

3 10. Plaintiff was employed by Defendant as a program leader with duties that included
4 developing and implementing lesson plans, supervising students, and maintaining disciplinary
5 plans in an after-school program. Plaintiff generally worked at least 40 hours per week, five shifts
6 per week. Plaintiff's scheduled hours were generally from 12:30 p.m. to 6:30 p.m. or from 1:45
7 p.m. to 6:30 p.m. or 7:00 p.m.. Plaintiff was generally scheduled to work for over eight hours, but
8 on several occasions, Plaintiff was also required to work longer shifts. Defendants required
9 Plaintiff to endure substantial off-the-clock work before and after his scheduled shift hours and
10 was not paid for all hours worked at the correct overtime rates. Additionally, Defendants required
11 Plaintiff and Class Members to grade and review student work and prepare for the following day's
12 lessons while off the clock. Additionally, at least two times per month, Plaintiff and Class
13 Members were required to perform about 2-3 hours of off the clock work developing lessons and
14 curricula for students. Lesson planning typically takes about two hours per lesson. Defendants
15 only paid Plaintiff and Class Members for working two hours per month, but expected the work to
16 be of the same. Moreover, Plaintiff and Class members were required to use their personal cell
17 phones for work-related activities, such as clocking in and out, texting and calling supervisors and
18 co-workers for about 10-20 minutes per day without pay while off the clock and employees were
19 unpaid for this time.

20 11. Despite their obligation to maintain accurate timekeeping records for hours worked
21 by the Class members, Defendants maintained improper time record-keeping systems across their
22 California facilities and locations. For all of Plaintiff's employment, Defendants paid Employees
23 by their scheduled hours, or Defendants' desired number of hours rather than their actual hours
24 worked.

25 12. On several occasions per week, Plaintiff and class members were asked by
26 Defendants to work after they clocked out from work. Meal periods were regularly interrupted by
27 management asking Plaintiff and Class members to work during their meal periods without getting
28 paid.

1 13. Defendants followed a similar unlawful practice, upon information and belief, in
2 connection with other Employees in a concerted effort to limit and restrict regular and overtime
3 hours earned by and owing to Plaintiff and the other Class members. Time worked off the clock
4 also caused Plaintiff and other Class members to work beyond eight hours in a shift. As a result
5 of the above-described off the clock work, Defendants failed to pay Plaintiff and Class members
6 overtime for several minutes to hours at the end of work shifts which Defendants did not record
7 in any timekeeping or payroll records.

8 14. Plaintiff were therefore not paid for all his hours worked at the required minimum,
9 overtime and double time wage rates due to Defendants' policy and practice of requiring them to
10 work off the clock and without pay. With work shifts generally scheduled for eight hours or
11 more, this unpaid off the clock work resulted in Plaintiff and the Class members working past
12 eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times
13 their regular rate. Defendants thus systematically underpaid Plaintiff and the Class members by
14 failing to pay them at the required overtime rates for all hours over eight in a work shift or over
15 forty in a work week, and all hours over twelve in a day at the required double time rate. Upon
16 information and belief, the Class members were bound by similar scheduling and work policies
17 which Defendants required them to follow and endured similar violations at Defendants' hands as
18 Plaintiff.

19 15. Defendants have either failed to maintain timekeeping records for Plaintiff that
20 would permit Plaintiff to discover the nature and extent of the off the clock work Defendants
21 required and the actual hours Plaintiff worked or have otherwise declined to produce them to
22 Plaintiff in response to a timely and lawful request. By failing to pay for all hours worked,
23 Defendants have committed knowing and intentional ongoing violations of the record keeping
24 requirements under the Labor Code §§ 226 and 1174.

25 16. As a result of the above-described unlawful requirements to work off the clock,
26 the failure to accurately record all hours worked and the other wage violations they endured at
27 Defendants' hands, Plaintiff and the Class members were not properly paid all wages earned and
28 all wages owed to them by Defendants, including when working more than eight hours in any

1 given day and/or more than forty hours in any given week. As a result of Defendants' unlawful
2 policies and practices, Plaintiff and Class members incurred overtime hours worked for which
3 they were not adequately and completely compensated, in addition to the hours they were
4 required to work off the clock at their regular rates.

5 17. The failure to pay for all hours worked and underpayment of wages to Plaintiff
6 and the Class members is and has been a direct consequence of Defendants' unlawful
7 compensation policies and practices, which upon information and belief applied uniformly to the
8 Class members working at Defendants' locations and facilities. As a result of the above-described
9 unlawful requirements to work off the clock and regular rate miscalculation, the failure to
10 accurately record all hours worked and pay wages at the correct rates, and the other wage
11 violations they endured at Defendants' hands, Plaintiff and the Class members were not properly
12 paid all wages earned and all wages owed to them by Defendants, including when working more
13 than eight hours in any given day and/or more than forty hours in any given week.

14 18. Therefore, from at least four years prior to the filing of this lawsuit and continuing
15 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
16 hours worked and failing to pay minimum wages for all time worked, as required by California
17 law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present,
18 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
19 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a
20 week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of
21 Labor Code § 510 and the corresponding sections of IWC Wage Orders.

22 19. To the extent Defendants paid Plaintiff and the Class members bonuses, shift
23 differentials, sick pay, vacation pay, and other forms of remuneration above and beyond their
24 hourly pay, upon information and belief Defendants miscalculated and therefore underpaid any
25 overtime they paid during these pay periods by failing to include all forms of remuneration in the
26 regular rate used to calculate and pay overtime.

27 20. Defendants also failed to provide Plaintiff and the Class members with their
28 required meal periods, and the at least two ten-minute rest breaks required for scheduled shifts of

1 eight hours. Demanding workloads contributed to Defendants' common policy of failing to
2 provide lawful meal periods to Plaintiff and the Class members, as required under the Labor Code
3 and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically failed to
4 authorize and permit Plaintiff and the employee Class Members to take all required 10-minute
5 rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

6 21. Moreover, Defendants consistently interrupted Plaintiff and Class Members rest
7 periods by requiring them to work in between class periods; therefore, asserting control over
8 employees during their rest periods.

9 22. More specifically, Plaintiff worked shifts that entitled him to at least one meal
10 period, but Defendants' required Plaintiff and the Class members to prioritize work over taking
11 proper meal periods. In fact, Defendants made no effort to even schedule or otherwise account for
12 time for Plaintiff and the Class members to use for duty-free, net thirty minute meal periods. To
13 the extent Defendants required Plaintiff to work over ten hours on a work shift, Defendants also
14 failed to provide second meal periods and Defendants have produced no evidence of premium
15 payments for meal period violations under Labor Code 226.7. To the extent Defendants have paid
16 any such premiums, upon information and belief they failed to include all forms of remuneration,
17 including bonuses, wage differentials, sick pay, vacation pay, and prevailing rates, in the regular
18 rate at which Defendants paid the premium. Plaintiff have no recollection of agreeing to waive any
19 of her meal periods.

20 23. Defendants thus failed to provide all the legally required unpaid, off-duty meal
21 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
22 members, as required by the applicable Wage Order and Labor Code. Plaintiff and other Class
23 members were required to perform work as ordered by Defendants for more than five hours during
24 a shift without receiving compliant meal periods. Additionally, as addressed above, Defendants
25 followed a practice of requiring off the clock work in a manner that would impact when
26 Employees were to receive meal periods and rest breaks and required them to respond to work
27 calls and inquiries and other demands during breaks, thus leading to further violations.

28 24. Upon information and belief, Defendants' systems did not automatically generate a

1 meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours
2 into a work shift or in the event the time punch records reflected a meal period of less than thirty
3 minutes. However, upon information and belief, in the event Defendants did pay any meal period
4 premiums, they did so at the employee's customary regular rate of hourly compensation without
5 including all forms of remuneration in that hourly rate calculation, for example by omitting
6 bonuses, wage differentials, sick pay, vacation pay, and prevailing wages and the like from the
7 rate at which meal premiums were paid.

8 25. As a result, Defendants' failure to provide Plaintiff and the Class members with all
9 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
10 periods is and will be evidenced by Defendants' business records, or lack thereof. Therefore, for at
11 least four years prior to the filing of this action and through to the present, Plaintiff and the Class
12 members were unable to take off duty breaks or were otherwise not provided with the opportunity
13 to take required breaks as required under the Labor Code and Wage Orders due to Defendants'
14 policies and practices. On the occasions when Plaintiff and the Class members were provided with
15 a meal period, it was often untimely or interrupted, or was impermissibly shortened, and
16 Employees were not provided with one hour's wages in lieu thereof. Meal period violations thus
17 occurred in one or more of the following manners:

- 18 (a) Class members were not provided full thirty-minute duty free meal periods
19 for work days in excess of five hours and were not compensated one hour's
20 wages in lieu thereof, all in violation of, among others, Labor Code §§
21 226.7, 512, and the applicable Industrial Welfare Commission Wage
22 Order(s);
- 23 (b) Class members were not provided second full thirty-minute duty free meal
24 periods for work days in excess of ten hours;
- 25 (c) Class members were required to work through at least part of their daily
26 meal period(s);
- 27 (d) Meal periods were provided after five hours of continuous work during a
28 shift; and

1 (e) Class members were restricted in their ability to take a full thirty-minute
2 meal period and were not permitted to leave their work premises during
3 meal periods and were otherwise required to remain under Defendants'
4 control during meal periods.

5 26. Similar violations resulted from Defendants' failure to authorize and permit
6 Plaintiff and the Class members to take duty-free, net ten minute rest breaks for every four hours
7 of shift work, or major fraction thereof. Plaintiff and the other similarly situated Class members
8 were either not authorized permitted the opportunity to take a rest break, or were required to
9 remain under Defendants' control and respond to instructions from management, job, student, and
10 customer demands if and when they even attempted to take one. Upon information and belief,
11 Defendants also failed to authorize and permit Employees to leave the facilities during rest
12 breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Class members
13 to remain under their control during required off-duty rest break times.

14 27. Defendants thus failed to authorize and permit duty-free ten minute rest breaks as
15 required under the Labor Code and IWC Wage Orders. In fact, Defendants made no effort to even
16 schedule or otherwise account for time for Plaintiff and the Class members to use for duty-free,
17 net ten minute rest breaks. This common and unlawful policy uniformly applied to the Employees
18 during the relevant period, meaning Defendants' rest break policy was not to schedule or
19 otherwise authorize and permit them. Plaintiff and the Class members worked eight to twelve
20 hours on an average shift, and were required to receive at least two rest breaks or three rest breaks
21 on shifts over ten hours. Given the work demands, and pressure from Defendants' management,
22 Plaintiff and the Class members were compelled to not take rest breaks despite working extended
23 shifts. Defendants have produced no evidence of any payments for rest break violations under
24 Labor Code § 226.7. To the extent Defendants have paid any such premiums, upon information
25 and belief they failed to include all forms of remuneration, including bonuses, wage differentials,
26 sick pay, vacation pay, holiday pay prevailing wages and the like in the regular rate at which
27 Defendants paid the premium.

1 28. Defendants' uniformly applied policies and practices thus resulted in untimely and
2 shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Class
3 members worked shifts of at least eight hours, which required at least two rest breaks, and often
4 worked shifts over ten hours, which required at least three rest breaks. Even on the occasions
5 when Defendants authorized and permitted Plaintiff to take a first rest break, they were not
6 permitted to take a second or a third break, and those that were provided were often late and
7 generally interrupted by job duties and requirements.

8 29. During rest periods, employers must relieve employees of all duties and relinquish
9 control over how employees spend their time. Plaintiff and the Class members were and are under
10 Defendants' control when they are working through rest breaks and remaining under Defendants'
11 control. Defendants have also provided either impermissibly shortened or untimely meal and rest
12 breaks to Plaintiff and the Class members. Plaintiff and the Employees in the Class were thus not
13 authorized and permitted to take lawful rest periods, were systematically required by Defendants
14 to work through or during breaks, and were not provided with one hour's wages in lieu thereof.
15 They were required to remain on-duty during breaks or portions of their breaks, thus making
16 them either untimely or shortened and on-duty, and they were also prevented from leaving the
17 facility and otherwise remain under Defendants' control during rest breaks under Defendants'
18 uniformly applied policies and practices. Rest period violations therefore arose in one or more of
19 the following manners:

- 20 (a) Class members were required to work without being provided a minimum
21 ten minute rest period for every four hours or major fraction thereof worked
22 and were not compensated one hour of pay at their regular rate of
23 compensation for each workday that a rest period was not provided, and to
24 the extent Defendants paid any premiums, they failed to include all forms of
25 remuneration in the regular rate used to calculate and pay them.
- 26 (b) Class members were not authorized and permitted to take timely rest periods
27 for every four hours worked, or major fraction thereof;
- 28 (c) Class members were required to remain on duty and under Defendants'

1 control during rest periods or otherwise had their rest periods interrupted by
2 work demands.

3 30. Defendants also violated California Labor Code § 246 by not providing all
4 required paid sick days to Plaintiff and the similarly aggrieved Employees. Labor Code § 246
5 provides that an Employee who “works in California for the same employer for 30 or more days
6 within a year from the commencement of employment is entitled to paid sick days as specified in
7 this section.” Paid sick time for nonexempt employees shall be calculated in the same manner as
8 the regular pay rate for the workweek in which the employee uses the paid sick time. Defendants
9 failed to provide Plaintiff and the other similarly Aggrieved Employees with all their required and
10 earned sick days paid at the correct rate of pay, in violation of Labor Code § 246. Additionally
11 and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick
12 leave to the Class members during the relevant time period, including by failing to provide two
13 work weeks of COVID-19 supplemental paid sick leave paid at the correct rates as required under
14 Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are
15 enforced through Labor Code § 248.5, which requires that: “If paid sick days were unlawfully
16 withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or
17 two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate
18 penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.”
19 Plaintiff accordingly seek this relief available for Defendants’ failure to provide Employees with
20 all their required and earned sick days and all their COVID-19 supplemental sick leave in
21 violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and
22 applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and
23 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

24 31. Upon information and belief, Defendants also failed to provide Employees such as
25 Plaintiff at the time of their employment and thereafter with written notice complying with all the
26 requirements of Labor Code § 2810.5, which provides that: “At the time of hiring, an employer
27 shall provide to each employee a written notice, in the language the employer normally uses to
28 communicate employment-related information to the employee, containing” specific required

1 information. Upon information and belief, Defendants failed to provide this information to the
2 Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to
3 provide Plaintiff and the aggrieved employee Class members certain specific information upon
4 hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with
5 any such information when they were hired, or have failed to produce it, and upon information
6 and belief Defendants committed similar violations in connection with similarly situated and
7 aggrieved Class members.

8 32. As a result of these illegal policies and practices, Defendants also engaged in and
9 enforced the following additional unlawful practices and policies against Plaintiff and the Class
10 members they seek to represent:

- 11 (a) failing to pay all wages owed to Class members who either were discharged,
12 laid off, or resigned in accordance with the requirements of Labor Code §§
13 201, 202, 203;
- 14 (b) failing to pay all wages owed to the Class members twice monthly in
15 accordance with the requirements of Labor Code § 204;
- 16 (c) failing to pay Class members all wages owed, including all meal and rest
17 period premium wages, and failing to pay them at the regular rate of
18 compensation;
- 19 (d) failing to maintain accurate records of Class members' hours worked and
20 earned wages and meal periods in violation of Labor Code §§ 226 and
21 1174(d) and section 7 of the applicable IWC Wage Orders; and
- 22 (e) failing to produce timekeeping records in response to Plaintiff's timely and
23 lawful request to receive them under these authorities.

24 33. Defendants have also consistently failed to provide Class members with timely,
25 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,
26 including by the above-described requirement of off the clock work, failure to pay all overtime
27 and double time wages owed and failure to pay them at the appropriate premium rates, and failure
28 to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by

1 miscalculating any overtime or meal period or rest break premium wages and by the systematic
2 and unlawful deductions Defendants took from Employee wages. Defendants have also made it
3 difficult to account with precision for the unlawfully withheld wages and meal and rest period
4 compensation owed to Plaintiff and the Class, during the liability period, including because they
5 did not calculate the regular rate of pay correctly when paying overtime or meal period premiums
6 and because they did not implement and preserve a record-keeping method as required for non-
7 exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable
8 California Wage Orders. Upon information and belief, time clock punches were not maintained or
9 were not accurately maintained for work shifts and meal periods. Defendants also failed to
10 accurately record and pay for all regular and overtime hours worked and submitted by Plaintiff
11 and the Class members, including by failing to pay all overtime hours at the correctly calculated
12 overtime premium rate.

13 34. Defendants also provided Plaintiff and the Class members with wage statements
14 that failed to accurately report all hours worked and applicable hourly rates for all hours worked.
15 For the same reasons as explained above, Plaintiff and the Class members were provided with
16 unlawful wage statements that failed to reflect all hours worked and failed to pay for all overtime
17 hours or failed to pay overtime wages at the correct overtime premium rate, and Defendants
18 miscalculated meal and rest break premiums, and sick time if and when they did pay them.
19 Defendants followed this unlawful policy and practice even though both Plaintiff and Defendants
20 were aware that Plaintiff and the Class members worked more total hours than were reflected on
21 the wage statements, including overtime hours, and were underpaid by regular rate miscalculation.
22 Plaintiff and the Employees in the Class were unable to discern from their wage statements alone
23 the actual hours they worked in total during a pay period and the rates they were paid for those
24 hours worked.

25 35. Defendants have thus also failed to comply with Labor Code § 226(a) by
26 inaccurately reporting total hours worked and total wages earned by Plaintiff and the Class
27 members, along with the appropriate applicable rates, among others requirements. Plaintiff and
28 Class members are therefore entitled to penalties not to exceed \$4,000.00 for each employee

1 pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the
2 applicable California IWC Wage Orders by failing to maintain time records showing when the
3 employee begins and ends each work period, meal periods, and wages earned pursuant to Labor
4 Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from
5 payment of wages and accurately reporting total hours worked.

6 36. Defendants also required Plaintiff and the Class members to work hours off the
7 clock for which they were not compensated. They were required to endure off the clock work
8 addressed above, including during interrupted or otherwise on-duty meal and rest periods and were
9 not provided with sick pay and supplemental sick leave and were subjected to systematic off the
10 clock work. Defendants also failed to pay all overtime premium wages owed for work conducted
11 on a work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore,
12 Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to
13 Plaintiff and other similarly situated Employees at the time of their termination or within seventy-
14 two hours of their resignation, as required by California law, including Labor Code § 203.

15 37. Additionally, from at least four years prior to the filing of this lawsuit and
16 continuing to the present, Defendants have regularly required Plaintiff and the Class members to
17 incur necessary business expenses in the course of performing their required job duties without
18 reimbursement. These included the cell phone-related expenses Plaintiff incurred in responding to
19 calls from management; mileage reimbursement due to Plaintiff and Class Members for driving
20 during work hours between campuses and for picking up supplies; printing, paper, copying fees,
21 computers, monitors, computer stands, basketballs, and incentives such as pizza and candy to
22 reward students. Class members must be reimbursed for these necessary business expenses under
23 Labor Code § 2802, and Defendants systematically failed to do so.

24 38. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
25 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 226, 226.4, 226.7,
26 227.3, 246, 248.1, 248.2, 248.5, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194,
27 1194.2 1197, 1198, 1198.5, 1199, 2802, 2810.5, 2698 *et. seq.*, and California Code of Regulations,
28 Title 8, section 11000 *et seq.*

39. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff and the Class members seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or fraudulent practices alleged in this Complaint.

CLASS ALLEGATIONS

40. Plaintiff brings this class action on behalf of himself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the Class” or “Class members”) defined as follows: “All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”), and who have been employed as non-exempt, hourly employees within the State of California.” This includes program leaders, teachers, teacher aids, administrative personnel, janitorial staff, and in similar and related positions in connection with providing education and childcare to Defendants’ students and customers throughout California. Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants’ policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee’s regular rate of pay in lieu thereof.

e. Subclass 5. Sick-Pay Class: All Class members who, within the applicable

1 limitations period, worked for more than 30 days for Defendants and were not paid for at least one
2 hour of sick time for every 30 hours of work thereafter, or at least 3 days of sick time for every 12-
3 month period.

4 f. Subclass 6. Wage Statement Subclass. All Class members who, within the
5 applicable limitations period, were not provided with accurate itemized wage statements.

6 g. Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass. All Class
7 members who were subject to Defendants' policy and practice of not timely paying all wages
8 earned when they were due and payable at least twice monthly.

9 h. Subclass 8. Termination Pay Subclass. All Class members who, within the
10 applicable limitations period, either voluntarily or involuntarily separated from their employment
11 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
12 termination.

13 i. Subclass 9. Payroll Records Subclass. All Class members who were subject to
14 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
15 by California wage-and-hour laws.

16 j. Subclass 10. Expense Reimbursement Subclass. All Class members who incurred
17 necessary and reasonable expenses in connection with performing their job duties for Defendants
18 and who were subject to a policy and/or practice under which such expenses were not reimbursed.

19 k. Subclass 11. UCL Subclass. All Class members who are owed restitution as a
20 result of Defendants' business acts and practices, to the extent such acts and practices are found to
21 be unlawful, deceptive, and/or unfair.

22 41. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
23 modify the class description with greater particularity or to provide further division into subclasses
24 or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
25 against Defendants, the Class Period should be adjusted accordingly.

26 42. Defendants, as a matter of company policy, practice and procedure, and in violation
27 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
28 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged

1 in a practice whereby Defendants failed to correctly calculate and pay compensation for the time
2 worked by Plaintiff and the other members of the Class, even though Defendants enjoyed the
3 benefit of this work, required Employees to perform this work and permitted or suffered to permit
4 this work. Defendants have uniformly denied these Class members wages to which these
5 employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in
6 order to unfairly cheat the competition and unlawfully profit.

7 43. This action has been brought and may properly be maintained as a class action
8 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
9 of interest in this litigation and the proposed Class is easily ascertainable from the employment
10 records for Plaintiff and the Class members that Defendants are required to maintain under
11 California law.

12 **A. Numerosity**

13 44. The potential members of the Class as defined are so numerous that joinder of all
14 the Class members is impracticable. While the precise number of Class member has not been
15 determined at this time, Plaintiff is informed and believe that Defendants employ or, during the
16 time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the
17 Class definition within the State of California. Plaintiff alleges that Defendants' employment
18 records will provide information as to the number and location of all Class members.

19 **B. Commonality**

20 45. There are questions of law and fact common to the Class that predominate over any
21 questions affecting only individual Class members. The common questions are numerous and
22 substantial and flow from Defendants' uniform policies and/or practices of violating the California
23 Labor Code addressed above. As such, these common questions predominate over individual
24 questions concerning each individual Class Member's showing as to his or her eligibility for
25 recovery or as to the amount of damages. These common questions of law and fact include:

- 26 a. Whether Defendants failed to pay Employees minimum wages;
- 27 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 28 c. Whether Defendants failed to pay Employees overtime as required under Labor

Code § 510;

- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks, or provide premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements and wage statements that omitted many of the Section 226(a) requirements.
- g. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- h. Whether Defendants' conduct was willful;
- i. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the IWC Wage Orders by failing to maintain accurate records of Class members' earned wages and work periods;
- j. Whether Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;
- k. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- l. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not providing employees with all required sick days and COVID-19 supplemental sick leave;
- m. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees;
- n. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not providing employees with all required sick days and COVID-19 supplemental sick

1 leave;

2 o. Whether Defendants violated Labor Code §§ 1174 and 1174.5;

3 p. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;

4 q. Whether Employees are entitled to equitable relief pursuant to Business and
5 Professions Code § 17200 *et seq.*; and

6 r. Whether Defendants violated Penalties under PAGA Labor Code § 2698.

7
8 **C. Typicality**

9 46. The claims of the named Plaintiff are typical of those of the other Employees. The
10 Employee Class members all sustained injuries and damages arising out of and caused by
11 Defendants' common course of conduct and uniformly applied policies in violation of statutes, as
12 well as regulations, that have the force and effect of law, as alleged herein. Plaintiff' claims for the
13 off the clock work and meal and rest violations they were required to endure are typical of those of
14 the other Class members.

15 **D. Adequacy of Representation**

16 47. Plaintiff will fairly and adequately represent and protect the interest of the
17 Employee Class members. Counsel who represents Plaintiff and the Employees in the Class are
18 experienced and competent in litigating employment class actions.

19 **E. Superiority of Class Action**

20 48. A class action is superior to other available means for the fair and efficient
21 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
22 questions of law and fact common to all Employees predominate over any questions affecting only
23 individual Employees. Each Employee in the Class has been damaged and is entitled to recovery
24 by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

25 49. As to the issues raised in this case, a class action is superior to all other methods for
26 the fair and efficient adjudication of this controversy, as joinder of all Class members is
27 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
28 members. Further, as the economic or other loss suffered by vast numbers of Class members may
be relatively small, the expense and burden of individual actions makes it difficult for the Class

1 members to individually redress the wrongs they have suffered. Moreover, in the event
2 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
3 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
4 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
5 to vindicate their rights for violations they endured which they would otherwise be foreclosed
6 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

7 50. Class action treatment will allow those persons similarly situated to litigate their
8 claims in the manner that is most efficient and economical for the parties and the judicial system.
9 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
10 Plaintiff contemplate the eventual issuance of notice to the proposed Class members that would set
11 forth the subject and nature of the instant action. The Defendants' own business records can be
12 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent
13 that any further notice is required additional media and/or mailings can be used.

14 51. Defendants, as prospective and actual employers of the Employees in the Class,
15 had a special fiduciary duty to disclose to prospective Class members the true facts surrounding
16 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
17 Employees as well as the effect of any alleged arbitration agreements that may have been forced
18 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
19 and policies, most notably intentionally refusing to pay for all hours actually worked which should
20 have been recorded in Defendants' pay records and the consequence of the alleged arbitration
21 agreements and policies and practices on the Employees and Class as a whole.

22 52. Plaintiff and the Employees in the Class did not discover the fact that they were
23 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there
24 any discussion about Plaintiff' and the Class members' waiver of their Constitutional rights of trial
25 by jury, to collectively organize and oppose unlawful pay practices under California law as well as
26 obtain injunctive relief preventing such practices from continuing. As a result, the applicable
27 statutes of limitation tolled until such time as Plaintiff and the Class members discovered their
28 claims.

FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Against All Defendants)

53. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in full herein.

54. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants' control during breaks and due to the work demands placed upon them by Defendants' management and by paying what should have been overtime hours as regular hours. Defendants' uniformly applied policies required systematic off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Plaintiff and the Class members, including by requiring systematic off the clock work. To the extent any local wage ordinances were also applicable to paying the employees an hourly rate above the minimum wage rate, Defendants failed to comply with the local wage ordinances. To the extent any prevailing rates and fringe benefits were also applicable to paying the employees an hourly rate above the minimum wage rate, Defendants failed to comply with the prevailing rate requirements. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

55. In California, employees must be paid at least the applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

1 56. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage”
2 states: “The minimum wage for employees fixed by the commission is the minimum wage to be
3 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The
4 applicable minimum wage rate fixed by the commission for work during the relevant period is
5 found in the Wage Orders.

6 57. The minimum wage provisions of California Labor Code are enforceable by private
7 civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to
8 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
9 overtime compensation applicable to the employee is entitled to recover in a civil action the
10 unpaid balance of the full amount of this minimum wage or overtime compensation, including
11 interest thereon, reasonable attorney’s fees and costs of suit.”

12 58. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
13 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
14 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
15 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
16 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
17 the absence of a contractually agreed upon one.

18 59. In committing these violations of the California Labor Code, Defendants
19 inaccurately recorded, or required Plaintiff and the Class members to input times that did not
20 reflect their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual
21 time worked by Plaintiff and other members of the Class, including by requiring off the clock
22 work as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of
23 all earned wages, and other benefits in violation of the California Labor Code, the Industrial
24 Welfare Commission requirements and other applicable laws and regulations. As a result of these
25 violations, Defendants also failed to timely pay all wages earned in accordance with California
26 Labor Code § 1194.

27 60. California Labor Code § 1194.2 also provides for the following remedies: “In any
28 action under Section 1194 . . . to recover wages because of the payment of a wage less than the

1 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
2 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

3 61. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
4 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial
5 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
6 pay each employee minimum wages.

7 62. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are
8 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
9 interest thereon.

10 63. Defendants have the ability to pay minimum wages for all time worked and have
11 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
12 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

13 64. Plaintiff and the Class members are entitled to recover the unpaid minimum wages
14 (including double minimum wages) and local wage ordinance wages and liquidated damages in an
15 amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s
16 fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other
17 members of the Class further request recovery of all unpaid wages, according to proof, interest,
18 statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as
19 provided by the California Labor Code and/or other applicable statutes. To the extent minimum
20 wage compensation is determined to be owed to the Class members who have terminated their
21 employment, Defendants’ conduct also violates Labor Code §§ 201 and/or 202, and therefore
22 these individuals are also be entitled to waiting time penalties under California Labor Code § 203,
23 which penalties are sought herein on behalf of these Class members. Defendants’ failure to timely
24 pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code §
25 226 because they resulted in the issuance of inaccurate wage statements. Defendants’ conduct as
26 alleged herein was willful, intentional, and not in good faith. Further, Plaintiff and other Class
27 members are entitled to seek and recover statutory costs.

28 //

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

3 **(Against All Defendants)**

4 65. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
5 full herein.

6 66. California Labor Code § 1194 provides that “any employee receiving less than the
7 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
8 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
9 compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” The action
10 may be maintained directly against the employer in an employee’s name without first filing a
11 claim with the Division of Labor Standards and Enforcement.

12 67. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
13 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
14 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
15 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
16 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any
17 one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12)
18 hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of
19 work in a workweek. To the extent Defendants failed to pay overtime and double time
20 wages as required under Labor Code § 511. Defendants committed ongoing and systematic
21 violations by failing to pay for all hours worked and failing to pay them at the required
22 regular and overtime rates under the Labor Code.

23 68. Defendants had a consistent policy of not paying Employees wages for all hours
24 worked, including by requiring off the clock work as addressed above, by unlawful deductions, by
25 under-reporting actual hours worked, and by requiring Employees to do so as well. Defendants
26 have also failed to include all forms of remuneration in the regular rate of pay used to calculate
27 and pay overtime, and failed to begin paying overtime when it was incurred due to the off the
28 clock work, as detailed above.

1 69. Defendants thus had a consistent policy of not paying Employees wages for all
2 hours worked, including hours at their required regular, overtime, and double-time rates.
3 Defendants, and each of them, have intentionally, changed, adjusted and/or modified certain
4 employees' hours, including Plaintiff, or required Plaintiff and the Class members to do so, or
5 otherwise caused them to work off the clock to avoid paying Plaintiff and the Class members all
6 earned and owed straight time and overtime wages and other benefits, in violation of the
7 California Labor Code, the California Code of Regulations and the IWC Wage Orders and
8 guidelines set forth by the Division of Labor Standards and Enforcement. Defendants have also
9 violated these provisions by requiring Plaintiff and other similarly situated non-exempt employees
10 to work through meal periods or remain under Defendants' control when they were required to be
11 clocked out or to otherwise work off the clock to complete their daily job duties and respond to
12 demands from students, customers and managers.

13 70. Therefore, Employees were not properly compensated, nor were they paid overtime
14 rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week.
15 Based on information and belief, Defendants did not make available to Employees a reasonable
16 protocol for correcting time records when Employees worked overtime hours or to fix incorrect
17 time entries or those that Defendants unlawfully under-recorded to the Employee's detriment.
18 Defendants have also violated these provisions by requiring Plaintiff and other similarly situated
19 Class members to work through meal periods when they were required to be clocked out or to
20 otherwise work off the clock to complete their daily job duties.

21 71. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of
22 regular wages owed and overtime compensation for all hours worked, as required by California
23 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
24 IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the
25 regular rate used to calculate and pay overtime, and meal and rest premiums, as addressed above.

26 72. Additionally, Labor Code § 558(a) provides "any employer or other person acting
27 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
28 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil

1 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
2 pay period for which the employee was underpaid in addition to an amount sufficient to recover
3 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
4 underpaid employee for each pay period for which the employee was underpaid in addition to an
5 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
6 be paid to the affected employee.” Labor Code § 558(c) states, “the civil penalties provided for in
7 this section are in addition to any other civil or criminal penalty provided by law.” Defendants
8 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
9 Wage Orders. Accordingly, Plaintiff and the Class members seek the remedies set forth in Labor
10 Code § 558.

11 73. Defendants’ failure to pay compensation in a timely fashion also constituted a
12 violation of California Labor Code § 204, which requires that all wages shall be paid
13 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
14 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
15 and overtime compensation earned by Employees. Each such failure to make a timely payment of
16 compensation to Employees constitutes a separate violation of California Labor Code § 204.

17 74. Employees have been damaged by these violations of California Labor Code §§
18 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
19 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less
20 than \$100 for causing Employees “to work for longer hours than those fixed, or under conditions
21 of labor prohibited by an order of the commission” or if the employer pays “a wage less than the
22 minimum fixed by an order of the commission” or “violates...any provision of this chapter or
23 any order or ruling of the commission.”

24 75. Consequently, pursuant to the California Labor Code, including Labor Code §§
25 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
26 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of
27 all their unpaid wages and overtime compensation for all their hours worked, with interest, plus
28 their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties

1 against Defendants, and each of them, and any additional sums as provided by the Labor Code
2 and/or other statutes.

3 **THIRD CAUSE OF ACTION**

4 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

5 **(Against All Defendants)**

6 76. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
7 full herein.

8 77. Employees regularly worked shifts greater than five (5) hours and in some
9 instances, greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the
10 applicable IWC Wage Order, an employer may not employ someone for a shift of more than five
11 (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or
12 for a shift of more than ten (10) hours without providing him or her with a second meal period of
13 not less than thirty (30) minutes.

14 78. Defendants failed to provide Employees with meal periods as required under the
15 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
16 to work or to otherwise remain under Defendants' control during meal periods, or Defendants
17 provided them after Employees worked beyond the fifth hour of their shifts or Employees
18 otherwise had them shortened and interrupted by work demands and requirements to perform off
19 the clock work and remain under Defendants' control. Furthermore, upon information and belief,
20 on the occasions when Employees worked more than ten hours in a given shift, they did so
21 without receiving a second uninterrupted thirty-minute meal period as required by law.

22 79. Defendants thus failed to provide Plaintiff and the Class members with meal
23 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
24 including by not providing them with the opportunity to take meal breaks, by providing them late
25 or for less than thirty minutes, or by requiring them to perform work during breaks.

26 80. Moreover, Defendants failed to compensate Employees for each meal period not
27 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
28 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an

1 employee a meal period in accordance with this section, the employer shall pay the employee one
2 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
3 period is not provided. As detailed above, on the occasions when Defendants did pay any meal
4 period premiums, they upon information and belief underpaid them by miscalculating the regular
5 rate of compensation by not including all forms of remuneration in it. Defendants thus failed to
6 compensate the Employees in the Class for each meal period not provided or inadequately
7 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
8 Wage Order.

9 81. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
10 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal
11 to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or
12 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory
13 penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and
14 other statutes and applicable IWC Wage Order paragraphs.

15 **FOURTH CAUSE OF ACTION**

16 **REST-BREAK PERIOD LIABILITY UNDER LABOR CODE § 226.7**

17 **(Against All Defendants)**

18 82. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
19 full herein.

20 83. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
21 provide that employers must authorize and permit all employees to take rest periods at the rate of
22 ten minutes net rest time per four (4) work hours.

23 84. Employees consistently worked consecutive four hour shifts and were generally
24 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
25 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
26 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
27 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
28 breaks of not less than ten minutes for each consecutive four hour shifts. Defendants made no

1 effort to authorize and permit Plaintiff and the Class members to take lawful rest breaks.

2 Employees were often required to work or to otherwise remain under Defendants' control during
3 rest periods, including by responding to work requirements, being prohibited from leaving the
4 worksites, and had breaks provided untimely as a result of the above described off the clock work.

5 85. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage
6 Orders provide that if an employer fails to provide an employee rest period in accordance with this
7 section, the employer shall pay the employee one hour of pay at the employee's regular rate of
8 compensation for each workday that the rest period is not provided. Defendants failed to do so.

9 86. Defendants, and each of them, have therefore intentionally and improperly denied
10 rest periods to Plaintiff and the Class members in violation of Labor Code §§ 226.7 and 512 and
11 paragraph 12 of the applicable IWC Wage Orders.

12 87. Defendants failed to authorize and permit Plaintiff and the Class members to take
13 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees
14 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed
15 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs
16 12 and 20 of the applicable IWC Wage Orders. To the extent Defendants paid any rest break
17 premiums, they upon information and belief, underpaid them by miscalculating the regular rate of
18 compensation by not including all forms of remuneration in it. Defendants thus failed to
19 compensate the Employees in the Class for each rest period not provided or inadequately
20 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
21 Wage Order.

22 88. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the
23 applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour
24 of wages at their effective hourly rates of pay for each day worked without the required rest
25 breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against
26 Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

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FIFTH CAUSE OF ACTION
FAILURE TO PAY PROPER SICK PAY IN VIOLATION OF LABOR CODE § 246
(Against All Defendants)

89. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

90. Labor Code Section 246 affords an employee “who works in California for 30 or more days within a year from the commencement of employment [] paid sick days . . . of not less than one hour per every 30 hours worked” and “no less than 24 hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period.”

91. Additionally, Subsection (l) of Labor Code § 246 provides: “For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations: (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.”

92. Defendants had a common policy and practice of systemically failing to pay Plaintiff and Sick Pay Class Members the requisite sick time pay in accordance with California Law. Specifically, the sick pay paid to Plaintiff and Sick Pay Class Members did not account for differential pay as well as performance-based non-discretionary bonuses, which were never factored into the rate upon which sick pay was accrued and paid.

93. Therefore, Sick Pay Class Members are owed the unpaid balance of said wages pursuant to the Wage order according to proof at trial, interest pursuant to Labor Code §§ 218.6 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or penalties pursuant to Labor Code § 558(a).

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

94. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in

1 full herein.

2 95. California Labor Code § 226(a) requires an employer to furnish each of his or her
3 employees with an accurate, itemized statement in writing showing the gross and net earnings,
4 total hours worked, and the corresponding number of hours worked at each hourly rate; these
5 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
6 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
7 statements may be given to the employee separately from the payment of wages; in either case the
8 employer must give the employee these statements twice a month or each time wages are paid.

9 96. Defendants failed to provide Plaintiff and the similarly situated Employee Class
10 members with accurate itemized wage statements in writing, as required by the Labor Code and
11 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to
12 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
13 including for all overtime and double time hours worked and for deficient meal periods and rest
14 breaks, all of which Defendants knew or reasonably should have known were owed to the
15 Employees, as alleged above.

16 97. Throughout the liability period, Defendants intentionally failed to furnish to
17 Plaintiff and the Class members, upon each payment of wages, itemized statements accurately
18 showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
19 rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net
20 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
21 the employee and only the last four digits of his or her social security number or an employee
22 identification number other than a social security number, (8) the name and address of the legal
23 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and
24 the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor
25 Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory
26 requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the Class
27 members with such timely and accurate wage and hour statements.

1 98. Plaintiff and the Class members suffered injury as a result of Defendants' knowing
2 and intentional failure to provide them with the wage and hour statements as required by law and
3 are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
4 Defendants have failed to provide an accurate wage statement, failed to provide accurate and
5 complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9),
6 inclusive, and the Plaintiff and Class members cannot promptly and easily determine from the
7 wage statement alone one or more of the following: (i) The amount of the gross wages or net
8 wages paid to the employee during the pay period or any of the other information required to be
9 provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of
10 subdivision (a), (ii) Which deductions the employer made from gross wages to determine the net
11 wages paid to the employee during the pay period, (iii) The name and address of the employer
12 and, (iv) The name of the employee and only the last four digits of his or her social security
13 number or an employee identification number other than a social security number. For purposes
14 of Labor Code § 226(e) "promptly and easily determine" means a reasonable person [i.e. an
15 objective standard] would be able to readily ascertain the information without reference to other
16 documents or information.

17 99. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
18 are required "to pay each employee, on the established payday for the period involved, not less
19 than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor
20 Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order
21 or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members
22 may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph
23 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
24 IWC Wage Orders.

25 100. Therefore, as a direct and proximate cause of Defendants' violation of Labor Code
26 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
27 Class suffered injuries, including among other things confusion over whether they received all
28 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing

1 them to make mathematical computations to analyze whether the wages paid in fact compensated
2 them correctly for all hours worked.

3 101. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
4 IWC Wage Order, Plaintiff and the Employee Class members are entitled to recover the greater of
5 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
6 one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an
7 aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to
8 an award of costs and reasonable attorneys' fees.

9 **SEVENTH CAUSE OF ACTION**
10 **VIOLATION OF LABOR CODE § 204**
11 **(Against All Defendants)**

12 102. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
13 full herein.

14 103. Labor Code § 204 instructs that: "All wages, ...earned by any person in any
15 employment are due and payable twice during each calendar month, on days designated in
16 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
17 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
18 during which the labor was performed, and labor performed between the 16th and the last day,
19 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
20 month." Additionally, the requirements of this section shall be deemed satisfied by the payment
21 of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
22 calendar days following the close of the payroll period." As detailed above, Defendants
23 maintained a consistently applied policy and practice of not paying all wages earned between the
24 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
25 between the 16th and the last day of the month between the 1st and 10th day of the following month.
26 Defendants similarly failed to pay all wages earned by not more than seven calendar days
27 following the close of the payroll period.

28 104. All wages due and owing to Plaintiff and the Class members, including as required

1 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages
2 required by Labor Code § 1194 and other sections became due and payable to each employee in
3 each pay period that he or she was not provided with a meal period or rest period or paid straight
4 or overtime wages to which he or she was entitled.

5 105. Defendants violated Labor Code § 204 by systematically refusing to timely pay
6 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
7 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
8 payday for the period involved, not less than the applicable minimum wage for all hours worked in
9 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
10 hours than those fixed by the order or under conditions of labor prohibited by the order is
11 unlawful.” Plaintiff and the Class members may therefore pursue damages and penalties for
12 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
13 penalties under paragraph 20 of the applicable IWC Wage Orders.

14 106. As a result of the unlawful acts of Defendants, Plaintiff and the Class they seek to
15 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
16 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
17 pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
18 applicable IWC Wage Orders.

19 **EIGHTH CAUSE OF ACTION**
20 **VIOLATION OF LABOR CODE § 203**
21 **(Against All Defendants)**

22 107. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
23 full herein.

24 108. Plaintiff and numerous Class members are no longer employed by Defendants; they
25 either quit Defendants’ employ or were fired therefrom.

26 109. Defendants failed to pay these Employees all wages due and certain at the time of
27 termination or within seventy-two hours of resignation.

28 110. The wages withheld from these Employees by Defendants remained due and owing

1 for more than thirty days from the date of separation from employment.

2 111. Defendants thus failed to pay Plaintiff and the Class members without abatement,
3 all wages as defined by applicable California law. Among other things, these Employees were not
4 paid all regular and overtime wages, including by Defendants failing to pay for all hours worked
5 or requiring off the clock work or by unlawfully under-recording time entries to the detriment of
6 Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and
7 rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the
8 required time was willful within the meaning of Labor Code § 203.

9 112. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
10 are required "to pay each employee, on the established payday for the period involved, not less
11 than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor
12 Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order
13 or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members
14 may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph
15 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
16 IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and
17 Defendants are subject to a fine of not less than \$100 for causing Employees "to work for longer
18 hours than those fixed, or under conditions of labor prohibited by an order of the commission" or
19 if the employer pays "a wage less than the minimum fixed by an order of the commission" or
20 "violates...any provision of this chapter or any order or ruling of the commission."

21 113. Defendants' failure to pay wages, as alleged, entitles Plaintiff and these former
22 Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of
23 the IWC Wage Orders as addressed above, including the requirement that an employee's wages
24 shall continue until paid for up to thirty (30) days from the date they were due.

25 **NINTH CAUSE OF ACTION**

26 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

27 **(Against All Defendants)**

28 114. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in

1 full herein.

2 115. California Labor Code § 1174 requires that all employers shall keep accurate time
3 and wage records for all employees. California Labor Code § 1174.5 further requires that any
4 employee suffering injury due to a willful violation of the aforementioned obligations may seek
5 damages, including civil penalties, from the employer.

6 116. During the course of Plaintiff's and Employees' employment, Defendants
7 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as
8 required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and
9 premium pay as discussed above and failing to document and pay for actual hours worked.

10 117. Defendants are also required by the California Labor Code § 1198 and the
11 applicable Wage Order to maintain a tracking system that accurately records the times during
12 which Employees work.

13 118. Defendants have maintained a common unlawful policy and practice of failing to
14 accurately record all hours worked and all meal period start and end times.

15 119. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
16 knew wages to be due but failed to pay them.

17 120. Accordingly, Defendants are liable for civil penalties pursuant to the California
18 Labor Code including § 1174.5, for the three years prior to the filing of this Complaint.

19 **TENTH CAUSE OF ACTION**

20 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802**

21 **(Against All Defendants)**

22 121. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
23 full herein.

24 122. Plaintiff is informed and believes and based thereon allege that throughout the
25 period applicable, Defendants required Plaintiff and the Class members to pay for necessary work
26 related expenses they incurred. These included cell phone-related expenses Plaintiff incurred in
27 responding to calls from management; mileage reimbursement due to Plaintiff and Class Members
28 for driving during work hours between campuses and for picking up supplies; printing, paper,

1 copying fees, computers, monitors, computer stands, basketballs, and incentives such as pizza and
2 candy to reward students. Plaintiff and the Class members must be reimbursed for these necessary
3 business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

4 123. Defendants thus followed a uniform policy and practice of failing to reimburse
5 Employees for these necessary work related expenses or losses incurred in direct discharge of their
6 job duties during employment with Defendants and at the direction of the Defendants pursuant to
7 Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

8 124. Defendants' knowing and willful failure to reimburse lawful necessary work related
9 expenses and losses to Plaintiff and the Class members resulted in damages because, among other
10 things, Defendants did not inform employees of their right to be reimbursed for those work related
11 expenses. As Defendants failed to inform and misled Plaintiff and the Class members with regard
12 to their rights, Plaintiff and the Class members were led to believe that incurring those lawful and
13 necessary expenses was an expected and essential function of their employment with Defendants
14 and that failure to incur those expenses would have adverse consequences on their employment.

15 125. Therefore, Plaintiff and the Class members are entitled to reimbursement for any
16 and all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9
17 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while
18 employed by Defendants, as well as accrued interest on those expenses that were not reimbursed
19 from the date Plaintiff and the Class members incurred those expenses. Further, Plaintiff and the
20 Class members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

21 **ELEVENTH CAUSE OF ACTION**

22 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

23 **(Against All Defendants)**

24 126. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
25 full herein.

26 127. Plaintiff, on behalf of himself, the Employees in the Class, and the general public,
27 bring this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of
28 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and

1 harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting
2 the public interest within the meaning of Code of Civil Procedure § 1021.5.

3 128. Plaintiff is a “person” within the meaning of Business & Professions Code
4 § 17204, have suffered injury, and therefore have standing to bring this cause of action for
5 injunctive relief, restitution, and other appropriate equitable relief.

6 129. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
7 business practices. By the conduct alleged herein, Defendants’ practices were deceptive and
8 fraudulent in that Defendants’ policy and practice failed to provide the required amount of
9 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
10 Class members for all hours worked, due to systematic business practices as alleged herein that
11 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
12 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
13 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
14 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

15 130. Wage-and-hour laws express fundamental public policies. Paying employees their
16 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
17 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
18 vigorously to enforce minimum labor standards, to ensure that employees are not required or
19 permitted to work under substandard and unlawful conditions, and to protect law-abiding
20 employers and their employees from competitors who lower costs to himself by failing to comply
21 with minimum labor standards.

22 131. Defendants have violated statutes and public policies. Through the conduct alleged
23 in this Complaint Defendants have acted contrary to these public policies, have violated specific
24 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices
25 in violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived
26 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
27 privileges guaranteed to all employees under the law.

28 132. Defendants’ conduct, as alleged above, constitutes unfair competition in violation

1 of the Business & Professions Code § 17200 *et seq.*

2 133. Defendants, by engaging in the conduct herein alleged, by failing to pay wages
3 and overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise
4 of reasonable care should have known that their conduct was unlawful; therefore, their conduct
5 violates the Business & Professions Code § 17200 *et seq.*

6 134. By the conduct alleged herein, Defendants have engaged and continue to engage in
7 a business practice which violates California and federal law, including but not limited to, the
8 applicable Industrial Wage Order(s), the California Code of Regulations, and the California
9 Labor Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this
10 Court should issue declaratory and other equitable relief pursuant to California Business &
11 Professions Code § 17203 as may be necessary to prevent and remedy the conduct held to
12 constitute unfair competition, including restitution of wages wrongfully withheld.

13 135. As a proximate result of the above-mentioned acts of Defendants, Employees have
14 been damaged, in a sum to be proven at trial.

15 136. Unless restrained by this Court Defendants will continue to engage in such
16 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
17 should make such orders or judgments, including the appointment of a receiver, as may be
18 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
19 deceptive practice prohibited by the Business & Professions Code, including but not limited to
20 the disgorgement of such profits as may be necessary to restore Employees to the money
21 Defendants have unlawfully failed to pay.

22 **TWELFTH CAUSE OF ACTION**

23 **PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.***

24 **(Against All Defendants)**

25 137. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
26 full herein.

27 138. Plaintiff and the Employees in the Class are also aggrieved employees as defined
28 under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and

1 either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time
2 period.

3 139. In failing to pay Aggrieved Employees minimum wages and overtime, not
4 providing proper meal and rest periods, failing to provide accurate itemized wage statements, and
5 failing to pay Employees wages upon termination or timely upon resignation, all discussed above,
6 Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required
7 under Labor Code § 204. Defendants also failed to maintain records showing accurate hours
8 worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and
9 paragraph 7 of the applicable IWC Wage Orders.

10 140. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699
11 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5,
12 including the penalty provisions, without limitation, based, inter alia, on the following California
13 Labor Code sections: 201, 202, 203, 204, 206.5, 226, 226.2, 226.7, 432.5, 510, 512, 558, 1174,
14 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698 et seq.; provisions
15 of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business
16 & Professions Code § 17200 et seq.

17
18 141. More specifically, after complying with the notice procedures of Labor Code §
19 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General
20 and the other similarly Aggrieved Employees, a PAGA claim for violations of the above-
21 addressed underlying claims and seeking penalties as specified by the applicable corresponding
22 provisions, including as follows:

23 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all
24 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
25 premium wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and
26 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking
27 all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510,
28 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys’ fees and costs pursuant

1 to Labor Code § 2699(g)(1);

2 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved
3 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to
4 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
5 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC
6 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under
7 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,
8 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs
9 pursuant to Labor Code § 2699(g)(1);

10 (c) Failure to Pay Proper Sick Pay in Violation of Labor code § 246: For failure to pay
11 proper sick pay pursuant to the Wage order according to proof at trial, interest pursuant to Labor
12 Code §§ 218.6 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and
13 costs and/or penalties pursuant to Labor Code § 558(a).

14 (d) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
15 Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to
16 maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226,
17 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
18 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),
19 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order,
20 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by
21 providing inaccurate wage statements and failing to maintain records as required under Labor
22 Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor
23 Code §226.3, which in addition to other penalties provided by law, subjects Defendants to “a
24 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial
25 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
26 citation, ...”;

27 (e) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at
28 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204,

226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages, under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1); and

(g) All Alleged Violations of the IWC Wage Orders and Other Labor Code Sections: For any above addressed violation of the applicable provisions of the IWC Wage Orders, each of which constitute separate violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

142. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also seeks the penalties and remedies set forth in Labor Code § 558, which states:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages...

(b) If upon inspection or investigation the Labor Commissioner determines that a

1 person had paid or caused to be paid a wage for overtime work in violation of any provision of this
2 chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare
3 Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting,
4 and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a
5 violation of this chapter shall be the same as those set out in Section 1197.1.
6

7 (c) The civil penalties provided for in this section are in addition to any other civil or
8 criminal penalty provided by law.

9 143. Plaintiff has exhausted his administrative remedies by submitting a certified letter to
10 the LWDA and Defendants on March 6, 2026 (LWDA-CM-1162131-26) addressing in detail the
11 specific provisions of the Labor Code Defendants have violated and addressing the facts and legal
12 theories to support the alleged violations and requested penalties. The LWDA has not provided
13 notice of its intent to investigate the alleged violations within 65 calendar days of the postmark
14 date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations
15 addressed herein and in the PAGA Notice letter and the original Complaint.
16

17 **RELIEF REQUESTED**

18 WHEREFORE, Plaintiff prays for the following relief:

- 19 1. For an order certifying this action as a class action;
- 20 2. For compensatory damages in the amount of the unpaid minimum wages for work
21 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
22 the filing of this action, as may be proven;
- 23 3. For liquidated damages in the amount equal to the unpaid minimum wage and
24 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 25 4. For compensatory damages in the amount of all unpaid wages, including overtime
26 and double-time pay, as may be proven;
- 27 5. For compensatory damages in the amount of the hourly wage made by Employees
28 for each missed or deficient meal period where no premium pay was paid therefor from four (4)

1 years prior to the filing of this action, as may be proven;

2 6. For compensatory damages in the amount of the hourly wage made by Employees
3 for each day requisite rest breaks were not provided or were deficiently provided where no
4 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
5 be proven;

6 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

7 8. For restitution and/or damages and penalties for Defendants' failure to pay all
8 wages due twice monthly under Labor Code § 204, as may be proven;

9 9. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
10 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

11 10. For penalties pursuant to Labor Code § 1174.5, as may be proven;

12 11. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;

13 12. For damages and restitution for failure to reimburse all reasonable and necessary
14 business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;

15 13. For restitution for unfair competition pursuant to Business & Professions Code
16 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

17 14. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;

18 15. For penalties under Labor Code § 558, as may be proven;

19 16. For an order enjoining Defendants and their agents, servants, and employees, and
20 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
21 duties adumbrated in this Complaint;

22 17. For other wages and penalties under the Labor Code as may be proven;

23 18. For all general, special, and incidental damages as may be proven;

24 19. For an award of pre-judgment and post-judgment interest;

25 20. For an award providing for the payment of the costs of this suit;

26 21. For an award of attorneys' fees; and

27 //

28 //

22. For such other and further relief as this Court may deem proper and just.

DATED: May 8, 2026

D.LAW, INC.

By 
Roman Shkodnik, Esq.
Jean Hopkins Power, Esq.
Attorneys for Plaintiff ZAHID MOSAVI
and the putative class

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DATED: May 8, 2026

By 
Roman Shkodnik, Esq.
Jean Hopkins Power, Esq.
Attorneys for Plaintiff ZAHID MOSAVI
and the putative class

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I, the undersigned, am over the age of 18 years and not a party to this action. My business address is 250 N Madison Avenue, 2nd Floor, Pasadena, CA 91101, which is located in Los Angeles County, where the service herein occurred.

On the date of execution hereof, I caused to be served the following attached document:

FIRST AMENDED CLASS ACTION COMPLAINT

on the interested parties in this action, addressed as follows:

Attorneys for Defendant OPTIONS FOR LEARNING:

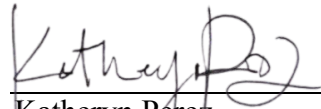
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using the following service method(s):

 X **VIA RAPID LEGAL E-SERVICE:** A true and correct copy of the foregoing document(s) was electronically served on counsel of record by transmission through Rapid Legal electronic service.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed on **May 8, 2026**, at Pasadena, California.


Katheryn Perez