



BOYAMIAN LAW

March 3, 2026

SUBMITTED VIA ONLINE SUBMISSION

Labor and Workforce Development Agency
Attention: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Re: *Apodaca v. First Student Inc., et al.*
Notice of PAGA Claims Pursuant to Labor Code § 2699.3

To Whom It May Concern:

My office represents Monica Apodaca (hereinafter “Claimant”), with respect to claims on behalf of herself and other similarly situated current and former Bus Drivers of First Student, Inc. and First Student Management LLC (hereinafter collectively “First Student”) who worked in California from one year prior to the submission of this Notice and continuing through the present (“Relevant Time Period”). The purpose of this letter is to satisfy the notice requirements of Labor Code § 2699.3(a).

Below we set forth the facts and theories which we believe support our contention that First Student has violated and continues to violate various provisions of the California Labor Code including, but not limited to, failures by First Student to pay minimum and overtime wages, to pay for all hours worked, provide meal and rest periods, and provide accurate itemized wage statements.

The purpose of this letter is to provide the required notice to the Labor Workforce and Development Agency and First Student of the specific facts and theories which we believe support our contention that First Student has also violated and continues to violate the California Labor Code, as set forth herein.

Facts & Theories About the Case

First Student, Inc. and First Student Management LLC provide school bus services across North America. First Student utilizes Bus Drivers to transport children to school, transport children after school, and train other Bus Drivers. Claimant is a former Bus Driver and Behind the Wheel Trainer for First Student. She commenced work for First Student in or around December 5, 2016 to approximately March 25, 2025. For the vast majority of her tenure with First Student, Claimant was a Bus Driver. Claimant reported to work at First Student’s Service Yard located in Fresno, California.

Claimant drove routes originating in Fresno, California from the First Student Yard. Ms. Apodaca and other Bus Drivers record their time and tasks on a timesheet or electronically through a company tablet. The tablets were used for routine timekeeping and completing pre-trip and post-trip inspections. In addition to the tablets, Bus Drivers

used Daily Activity Records (“DARs”) to report and request extra time for certain tasks. Bus Drivers, like Ms. Apodaca were not paid for recording their extra time, rather they were required to have a meeting with the Yard Manager, Sharon Murphy, to request to be paid for the extra time worked. This process was lengthy and would often result in the Driver’s time not being approved.

First Student has a policy that compensates Bus Drivers for certain tasks based on a fixed amount of time. If a driver exceeds the fixed amount of time to complete required tasks, they are not compensated for that additional time spent. Mandatory tasks that are assigned a fixed amount of time to complete include pre-trip inspections, post-trip inspections, fueling the bus, and washing and cleaning the bus. Bus Drivers, like Ms. Apodaca, were required to complete inspections of the bus before and after their trip to ensure the bus was in working condition, safe for the students, and free of any damage. Even though a complete inspection of the bus is required, First Student only compensated Bus Drivers for twelve minutes of the pre-inspection. This time was often insufficient and Bus Drivers, like Ms. Apodaca, spent up to twenty-five minutes to complete an inspection. Furthermore, specialized buses, such as those that were for handicapped students, required a longer and more thorough inspection. In addition to the usual inspection of the bus, Bus Drivers were required to test the ramp motorization and check all the wheelchair tie down spots for damage prior to leaving the yard. The ties are crucial for the students’ safety and ensure that the students’ wheelchairs are not rolling during the trip. Although pre-trip inspections are state mandated, required by First Student and were crucial steps to ensure the safety of the students, First Student did not compensate Bus Drivers for all time spent on pre-trip inspections.

Claimant also was not compensated for all the time spent on post-trip inspections. If a Bus Driver spent more than three minutes on post-trip inspection, they were not paid for the extra time spent inspecting the bus. First Student fails to consider that post-trip inspections often took longer than three minutes and require significantly more time if there is damage to the bus. If there is damage, such as a flat tire, Bus Drivers are required to report the issue and complete documentation. Thus, Claimant and other Bus Drivers are not compensated for the time to complete the report and documentation. In addition, Bus Drivers were not compensated for the time spent waiting for a replacement bus during a vehicle breakdown and time spent waiting with a child if a parent was not home.

As part of their duties, Bus Drivers are required to wash and fuel the buses. Like the other tasks mentioned above, Bus Drivers are given ten minutes to fuel the bus. Due to the long lines at the fueling station, ten minutes was often insufficient to fuel the bus. Usually, fueling the bus took Ms. Apodaca twice the fixed time given by First Student. First Student also gave Bus Drivers one hour, every two weeks, to wash the bus. Given the size of the bus, Bus Drivers usually spent more than one hour to wash and clean the bus. Like the pre-trip and post-trip inspections, Ms. Apodaca was not compensated for the extra time spent cleaning the bus. First Student also failed to compensate Ms. Apodaca and Bus Drivers for time spent cleaning the bus between the two-week

intervals. The bus often required immediate cleanup for messes. For example, if a student dropped food or vomited on the bus, the mess had to be cleaned immediately. Bus Drivers could not leave the bus in that condition until their allocated time to wash and clean the bus.

Since First Student did not have enough space at the Fresno Yard to accommodate all the school buses, Claimant and other Bus Drivers were able to park their vehicles at home. Although First Student allows drivers to begin their shift from home, Bus Drivers were not permitted to end their shift at home. Once the last student was dropped off, that was effectively the end of the driver's shift. Even though First Student considered this the end of the driver's shift, Claimant and other Bus Drivers were forbidden from using the bus for personal errands and were only allowed to drive home. Ms. Apodaca and other Bus Drivers were also required to start up the bus for thirty minutes every other day. If the start-up fell on a weekend, Bus Drivers were required to start up the bus and were not compensated for that time.

Bus Drivers are denied meal and rest breaks, itemized wage statements, and other protections to which they are entitled under the California Labor Code. Ms. Apodaca, like other aggrieved Bus Drivers, did not have uninterrupted rest breaks as statutorily mandated and compliant rest periods were not made available due to the press of work.

Claimant and other Bus Drivers were also required to use their personal funds to purchase various supplies and equipment necessary to perform their job duties for the benefit of First Student, such as cleaning supplies for their buses. First Student failed to reimburse Claimant and the other Bus Drivers for these necessary expenditures, thereby shifting the cost of doing business onto the employees in violation of California law.

Separately, First Student does not compensate Aggrieved Bus Drivers, including Ms. Apodaca with the proper rate for overtime. California law requires that all hours worked over 8 in a day or 40 in a week or worked on the 7th consecutive day of a work week be paid 1.5 times an employee's regular rate of pay.

Based on our investigation, we have found that First Student has:

- (1) failed to pay Bus Drivers for all hours worked;
- (2) required and/or knowingly permitted Bus Drivers to work hours considerably in excess of eight hours per day, 12 hours per day, and/or 40 hours per week. Claimant is informed and believes, and on that basis alleges, that it has been First Student's policy and practice to require and/or knowingly and willfully permit Bus Drivers to work such overtime hours without paying them overtime compensation required by the California Labor Code and even when paying the overtime rates, First Student unlawfully calculates the overtime rates for purposes of compensation;

- (3) failed to provide a 30 minute off-duty meal period to the Bus Drivers who worked more than five hours in a day. Moreover, First Student has failed to provide a second 30 minute off-duty meal period to the Bus Drivers who worked more than 10 hours in a day;
- (4) failed to authorize and permit a rest period of ten minutes per every four hours, or major fraction thereof, worked. First Student has failed to pay minimum wage compensation to the Bus Drivers for all hours worked;
- (5) failed to pay to the Bus Drivers all wages due and owing twice per month at the times prescribed by Cal. Labor Code § 204;
- (6) failed to reimburse the Bus Drivers for necessary business expenditures incurred by them in the course of their employment in violation of Cal. Labor Code § 2802.
- (7) failed to itemize the total hours worked on wage statements furnished to the Bus Drivers as required by Cal. Labor Code §§ 226, 226.3, and Wage Order 9;
- (8) not properly maintained payroll records showing the actual hours the Bus Drivers worked each day as required by Cal. Labor Code § 1174 and IWC wage order No. 9, § 7(A); and
- (9) willfully and knowingly failed to pay Bus Drivers upon termination of employment, all accrued compensation, including reimbursement of all unlawful deductions from wages, payment of missed meal and rest period compensation, and payment of minimum wage and overtime compensation.

Claimant seeks to recover the unpaid compensation for all hours worked as defined by the Labor Code and the applicable Industrial Welfare Commission wage order. California law requires that all hours worked over 8 in a day or 40 in a week or worked on the 7th consecutive day of a work week be paid 1.5 times an employee's regular rate of pay. *See, e.g.*, Lab. Code §§ 510, 1194; Cal. Code Regs., tit. 8, § 11090, *et seq.*

California law requires that an employer compensate an employee for all hours worked. *See* Industrial Welfare Commission Wage Order 9-2001, § 2(H) ("Hours worked" means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work whether or not required to do so.") Labor Code § 204; *Morillion v. Royal Packing Co.*, 22 Cal.4th 575, 584 586 (2000). Moreover, any time which is not compensated automatically constitutes a minimum wage violation. *See Armenta v. Osmose, Inc.*, 135 Cal.App.4th 314, 324 (2005); *Troester v. Starbucks Corp.*, 421 P.3d 1114 (2018) (California Supreme Court decision affirming that relevant statutes and wage order do

not allow employers to require employees to routinely work for minutes off-the-clock without compensation.) First Student did not compensate Ms. Apodaca and other similarly situated Aggrieved Employees with the minimum wages to which they were entitled for work performed and, as such, did not compensate Ms. Apodaca and other similarly situated Aggrieved Employees for all hours worked at the minimum wage rate pursuant to California Labor Code §§ 1194, 1197 and 1197.1.

California law also requires that an employer provide an employee who works more than five hours a meal break that is no less than 30 minutes in duration. 8 CCR 11090(11)(A). Unless an employee is relieved of all duty during the 30-minute meal period, the meal period is considered an on-duty meal period and counted as time worked. However, an on-duty meal period is permitted only when the nature of the work prevents an employee from being relieved of all duty and the parties agree in writing to an on-the-job paid meal period. *Id.* If an employer fails to provide an employee a lawful meal period, the employer must pay the employee one hour of pay for each violation. 8 CCR 11090(11)(D).

Additionally, California law mandates that an employer must “authorize and permit” an employee to take a duty-free rest period not less than 10 minutes in duration for every four hours of work. 8 CCR 11090(12)(A). Violation of the rest break provisions requires the employer pay the employee one hour of pay for each workday a rest period was not provided. 8 CCR 11090(12)(B). Lastly, in California, the employer is required to keep records of all hours worked. Labor Code § 1174(d).

Accordingly, we believe that First Student has violated, and continues to violate, numerous provisions of California law, including, without limitation Labor Code Sections §§ 201, 202, 203, 204, 210, 216, 221, 225.5, 226, 226.3, 226.7, 226.8, 246, 450, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1194-1197.1, 1198, 1199, 2802, and 2698, *et seq.*, as well as the relevant IWC orders and regulations, and that Claimant and other similarly situated Bus Drivers are entitled to all statutory penalties allowed by law. Our investigation is continuing, and there may be more violations uncovered.

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We respectfully request that the Labor Workforce Development Agency notify this office within sixty (60) days if it wishes to investigate this matter further. If First Student wishes to resolve these claims without resorting to protracted litigation, please contact the undersigned forthwith to discuss this matter further. Should you have any questions or concerns or require additional information, please do not hesitate to contact the undersigned.

Thank you for your immediate attention to this matter.

Very truly yours,



Michael H. Boyamian

- Cc: First Student Management, LLC (*Sent via Certified U.S. Mail*)
Amanda Garcia (Agent of Service of Process)
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Glendale, California 91203
- Cc: First Student, Inc. (*Sent via Certified U.S. Mail*)
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