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Individually and on behalf of all others similarly situated

ELECTRONICALLY FILED
Superior Court of California
County of Alameda
11/06/2025

Chad Finke, Executive Officer / Clerk of the Court
By: D. Drew Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

PATRICIA HOOVER, MARCIA
AITCHESON, MICHAEL BUCKHOUT,
MICHAEL DEMARCO, PAUL DUTCH
JR., SHERI HENDERSON, SCOTT
SOLOMON, AND STUART
TOMLINSON, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

COMMUNITY BRANDS PARENTHCO,
LLC, a Delaware limited liability
company; EDUCATION BRANDS, LLC,
a Delaware limited liability company;
MOBILECAUSE, INC., a Delaware
corporation; and Does 1-100, inclusive,

Defendants.

Case No. 23CV040930

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Provide Rest Breaks;
5. Failure to Pay Wages Upon Separation of
Employment and Within the Required
Time;
6. Failure to Furnish Accurate and Itemized
Wage Statements;
7. Failure to Reimburse All Business
Expenses;
8. Enforcement of Labor Code § 2698 *et seq.*
("PAGA"); and
9. Violation of California Business
Professions Code § 17200, *et seq.*; and
10. Violations of the Fair Labor Standards Act.

DEMAND FOR JURY TRIAL

1 Plaintiffs PATRICIA HOOVER, MARCIA AITCHESON, MICHAEL BUCKHOUT,
2 MICHAEL DEMARCO, PAUL DUTCH JR., SHERI HENDERSON, SCOTT SOLOMON, AND
3 STUART TOMLINSON (“Plaintiffs”), individually and on behalf of all others similarly situated and
4 as a Private Attorney General on behalf of the State of California, alleges as follows:

5 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

6 1. Plaintiffs are individuals who worked for Defendants Community Brands Parentco,
7 LLC, Education Brands, LLC, MobileCause, Inc., and Does 1 through 100, inclusive (“Defendants”).
8 They bring this action to recover lost wages, lost overtime, reimbursement of expenses, and other
9 relief described herein.

10 2. Defendants are in the business of developing and marketing cloud-based software
11 solutions to customers throughout California and nationwide.

12 3. Through this action, Plaintiffs allege that Defendants have engaged in a systematic
13 pattern of wage and hour violations under the California Labor Code (“Labor Code”) and the Fair
14 Labor Standards Act (“FLSA”), all of which contribute to Defendants’ deliberate unfair competition.

15 4. Plaintiffs are informed and believe, and thereon allege, during the relevant time
16 period, Defendants had a consistent policy of violating state wage and hour laws by, among other
17 things:

- 18 (a) Failing to pay all wages for all hours worked, including minimum and
19 overtime wages;
- 20 (b) Failing to provide meal periods or compensation in lieu thereof;
- 21 (c) Failing to authorize or permit rest breaks or provide compensation in lieu
22 thereof;
- 23 (d) Failing to pay all wages due upon separation of employment;
- 24 (e) Willfully failing to provide accurate and itemized wage statements; and
- 25 (f) Failing to reimburse all business expenses incurred by workers in direct
26 consequence of the discharge of his or her duties.

27 5. Plaintiffs bring this lawsuit seeking monetary relief against Defendants on behalf of
28 themselves and all others similarly situated to recover, among other things, unpaid wages and

benefits, interest, attorney's fees, costs, and expenses and penalties pursuant to 29 U.S.C. §§ 201, *et seq.* and Labor Code §§ 201-204, 210, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198, 1198.5, 2800, 2698, and 2802.

6. Plaintiffs, on behalf of themselves and all class members, pursuant to Business and Professions Code sections 17200, *et seq.*, also seeks injunctive relief and restitution for the unfair, unlawful, or fraudulent practices alleged in this Complaint.

JURISDICTION AND VENUE

7. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

8. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all cases except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

9. This Court has jurisdiction over all Defendants because, upon information and belief, they are citizens of California, have sufficient minimum contacts in California or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

10. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business or have offices in this county and the acts and omissions alleged herein took place in this county. Further, Defendants failed to file and obtain a certificate of qualification and designate its principal place of business in California. As a foreign corporation that is not qualified to do business in California, they may be sued in any county in the state. *See Easton v. Superior Court* (1970) 12 CA 3d 243.

THE PARTIES

11. Plaintiff Patricia Hoover is a citizen of California. Plaintiff worked for Defendants from approximately December 2019 to January 2023. Details regarding Plaintiff's precise hours, pay, and revenue generated for Defendants are available by reference to Defendants' records.

1 12. Plaintiff Marcia Aitcheson is a citizen of California. Plaintiff worked for Defendants
2 from approximately November 2020 to November 2022. Details regarding Plaintiff's precise hours,
3 pay, and revenue generated for Defendants are available by reference to Defendants' records.

4 13. Plaintiff Michael Buckhout is a citizen of California. Plaintiff worked for Defendants
5 from approximately 2014 to June 20, 2022. Details regarding Plaintiff's precise hours, pay, and
6 revenue generated for Defendants are available by reference to Defendants' records.

7 14. Plaintiff Michael Demarco is a citizen of California. Plaintiff worked for Defendants
8 from approximately March 15, 2015 to December 31, 2021. Details regarding Plaintiff's precise
9 hours, pay, and revenue generated for Defendants are available by reference to Defendants' records.

10 15. Plaintiff Paul Dutch Jr. is a citizen of California. Plaintiff worked for Defendants from
11 approximately 2014 to 2017 and again from approximately September 2020 to August 9, 2022.
12 Details regarding Plaintiff's precise hours, pay, and revenue generated for Defendants are available
13 by reference to Defendants' records.

14 16. Plaintiff Sheri Henderson is a citizen of California. Plaintiff worked for Defendants
15 from approximately February 2017 to April 2023. Details regarding Plaintiff's precise hours, pay,
16 and revenue generated for Defendants are available by reference to Defendants' records.

17 17. Plaintiff Scott Solomon is a citizen of California. Plaintiff worked for Defendants
18 from approximately 2014 to present. Details regarding Plaintiff's precise hours, pay, and revenue
19 generated for Defendants are available by reference to Defendants' records.

20 18. Plaintiff Stuart Tomlinson is a citizen of California. Plaintiff worked for Defendants
21 from approximately November 2013 to April 2023. Details regarding Plaintiff's precise hours, pay,
22 and revenue generated for Defendants are available by reference to Defendants' records.

23 19. Defendant COMMUNITY BRANDS PARENTCO, LLC, upon information and
24 belief, is and was a Delaware LLC doing business throughout the State of California and at all times
25 hereinafter mentioned, an employer as defined in and subject to the California Labor Code and
26 Industrial Welfare Commission ("IWC") Wage Orders, whose employees are and were engaged
27 throughout the State of California.
28

1 20. Defendant EDUCATION BRANDS, LLC, upon information and belief, is and was a
2 Delaware LLC doing business throughout the State of California and at all times hereinafter
3 mentioned, an employer as defined in and subject to the California Labor Code and Industrial
4 Welfare Commission (“IWC”) Wage Orders, whose employees are and were engaged throughout
5 the State of California.

6 21. Defendant MOBILECAUSE, INC., upon information and belief, is and was a
7 Delaware LLC doing business throughout the State of California and at all times hereinafter
8 mentioned, an employer as defined in and subject to the California Labor Code and Industrial
9 Welfare Commission (“IWC”) Wage Orders, whose employees are and were engaged throughout
10 the State of California.

11 22. The true names and capacities, whether individual, corporate, associate, or otherwise,
12 of the Defendants sued herein as Does 1 to 100, inclusive, are currently unknown to Plaintiffs, who
13 therefore sue said Defendants by such fictitious names under California Code of Civil Procedure
14 § 474. Plaintiffs are informed and believe, and based thereon allege, that each of the Defendants
15 designated herein as a Doe is legally responsible in some manner for the unlawful acts referred to
16 herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and
17 capacities of the Defendants designated hereinafter as Does when such identities become known.

18 23. Plaintiffs are informed and believe, and thereon allege, that each Defendant acted in
19 all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
20 business plan, or policy in all respects pertinent hereto, and the acts of each Defendants are legally
21 attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employers
22 and/or joint employers of Plaintiffs and the class members.

23 **CLASS ACTION ALLEGATIONS**

24 24. Plaintiffs bring this action under Code of Civil Procedure § 382 on behalf of
25 themselves and all other members of the general public similarly situated who were affected by
26 Defendants’ Labor Code, Business and Professions Code §§ 17200, and IWC Wage Order violations.

27 25. All claims alleged herein arise under California law for which Plaintiffs seek relief
28 authorized by California law.

1 26. Plaintiffs’ proposed Class consists of and is defined as follows:

2 Class

3 All employees of Defendants in the State of California employed by
4 Defendants during the Class Period (four years plus 178 days before the
 filing of this complaint until trial).

5 27. Plaintiff also seeks to certify the following Subclass of employees:

6 Waiting Time Subclass

7 All members of the Class who separated their employment from Defendants from
8 three years plus 178 days before the filing of this complaint to the date of trial.¹

9 28. Members of the Class described above will collectively be referred to as “class
10 members.” Plaintiffs reserve the right to establish other or additional subclasses, or modify any Class
11 or Subclass definition, as appropriate based on investigation, discovery, and specific theories of
 liability.

12 29. This action has been brought and may properly be maintained as a class action under
13 the California Code of Civil Procedure § 382 because there are common questions of law and fact as
14 to the Class that predominate over questions affecting only individual members including, but not
15 limited to:

- 16 a. Whether Defendants failed to pay at least minimum wage for all hours worked
17 by Plaintiffs and class members;
- 18 b. Whether Defendants failed to pay overtime wages earned by Plaintiffs and
19 class members;
- 20 c. Whether Defendants failed to provide Plaintiffs and class members with meal
21 periods;
- 22 d. Whether Defendants deprived Plaintiffs and class members of paid rest breaks
23 or required Plaintiffs and class members to work through rest breaks without
24 compensation;
- 25 e. Whether Defendants failed to pay all wages and commissions due upon
26 separation of employment;

27 _____

28 ¹ The statute of limitations for this matter was tolled from April 9, 2020 to October 1, 2020 pursuant
 to Cal. Rules of Court, Appendix I, Emergency Rule No. 9.

- f. Whether Defendants failed to furnish Plaintiffs and class members with accurate itemized wage statements;
- g. Whether Defendants failed to reimburse Plaintiffs and class members for business expenses, including for use of their personal cellular phone used for work-related purposes and the cost of their home internet for work-related purposes while working from home;
- h. Whether Defendants failed to produce all employment records for Plaintiffs and class members; and
- i. Whether Defendants engaged in unfair business practices in violation of Business & Professions Code §§ 17200, *et seq.*

30. There is a well-defined community of interest in the litigation and the Class is readily ascertainable.

- (a) Numerosity: The members of the Class are so numerous that joinder of all members is impractical. Although the members of the Class are unknown to Plaintiffs at this time, on information and belief, the Class is estimated to be greater than 100 individuals. The identities of the class members are readily ascertainable by inspection of Defendants' employment and payroll records.
- (b) Typicality: The claims (or defenses, if any) of Plaintiffs are typical of the claims (or defenses, if any) of the Class because Defendants' failure to comply with the provisions of California wage and hour laws entitled each class member to similar pay, benefits, and other relief. The injuries sustained by Plaintiffs are also typical of the injuries sustained by the Class because they arise out of and are caused by Defendants' common course of conduct as alleged herein.
- (c) Adequacy: Plaintiffs are qualified to and will fairly and adequately represent and protect the interests of all members of the Class because it is in their best interest to prosecute the claims alleged herein to obtain full compensation and penalties due to them and the Class. Plaintiffs' attorneys, as proposed class

counsel, are competent and experienced in litigating large employment class actions and are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred and, throughout the duration of this action, will continue to incur attorneys' fees and costs that have been and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for each Class. If appropriate this Court can, and is empowered to, fashion methods to efficiently manage this case as a class action.

(e) Public Policy Considerations: Employers in the State of California and other states violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as affording them privacy protections.

GENERAL ALLEGATIONS OF WAGE AND HOUR VIOLATIONS

31. Through this action, Plaintiffs allege that Defendants have engaged in a systematic pattern of wage and hour violations under the California Labor Code and IWC Wage Orders, all of which contribute to Defendants' deliberate unfair competition.

32. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and class members were entitled to receive wages for all time

1 worked (including minimum and overtime wages) and that they were not receiving all wages earned
2 for work that was required to be performed. In violation of the Labor Code and IWC Wage Orders,
3 Plaintiffs and class members were not paid wages (including minimum and overtime wages) for all
4 hours worked when Defendants failed to pay or underpaid Plaintiffs and class members for all hours
5 worked, and failed to pay for time spent in meal and rest breaks, among other things.

6 33. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
7 should have known that Plaintiffs and class members were entitled to receive all meal periods or
8 payment of one (1) additional hour of pay at Plaintiffs' and class members' regular rate of pay when
9 they did not receive a timely, uninterrupted meal period. In violation of the Labor Code and IWC
10 Wage Orders, Plaintiffs and class members did not receive all meal periods or payment of one (1)
11 additional hour of pay at Plaintiffs' and class members' regular rate of pay when they did not receive
12 a timely, uninterrupted meal period.

13 34. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
14 should have known that Plaintiffs and class members were entitled to receive all rest breaks or
15 payment of one (1) additional hour of pay at Plaintiffs' and class members' regular rate of pay when
16 a rest break was missed, and were entitled to payment of wages for time spent when rest breaks were
17 taken. In violation of the Labor Code and IWC Wage Orders, Plaintiffs and class members did not
18 receive paid rest breaks or payment of one (1) additional hour of pay at Plaintiffs' and class members'
19 regular rate of pay when a rest break was missed.

20 35. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
21 should have known that Plaintiffs and Waiting Time class members were entitled to timely payment
22 of wages upon separation of employment. In violation of the California Labor Code, Plaintiffs and
23 Waiting Time class members did not receive payment of all wages including, but not limited to,
24 unpaid wages within permissible time periods.

25 36. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
26 should have known that Plaintiffs and class members were entitled to receive complete and accurate
27 wage statements in accordance with California law. In violation of the California Labor Code,
28 Plaintiffs and class members were not furnished with complete and accurate wage statements

1 showing their total hours worked, number of hours worked at each hourly rate, and gross and net
2 wages, among other things.

3 37. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
4 should have known that Plaintiffs and class members were entitled to reimbursement for necessary
5 expenditures incurred in connection with the performance and execution of their job duties. In
6 violation of the California Labor Code, Plaintiffs and class members did not receive adequate
7 reimbursement for necessary business expenses, including but not limited to, reimbursement for use
8 of their personal cellular phones and for home internet expenses.

9 38. Plaintiffs are informed and believe, and thereon allege, that at all times mentioned
10 herein, Defendants knew or should have known that it had a duty to compensate Plaintiffs and class
11 members, and that Defendants had the financial ability to pay such compensation but willfully,
12 knowingly, and intentionally failed to do so, all in order to increase Defendants' profits.

13 39. Therefore, Plaintiffs bring this lawsuit seeking monetary and injunctive relief against
14 Defendants on behalf of themselves and all class members to recover, among other things, unpaid
15 wages, interest, attorney's fees, penalties, reimbursements, costs, and expenses.

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO PAY MINIMUM WAGES**

18 **(Violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197; Violation of IWC Wage Order)**

19 40. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
20 though fully set forth herein.

21 41. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed
22 by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than
23 the minimum so fixed is unlawful.

24 42. Defendants regularly failed to pay at least minimum wage to Plaintiffs and class
25 members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

26 43. Defendants' failure to pay Plaintiffs and class members the minimum wage as
27 required violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiffs and class
28 members are entitled to recover the unpaid balance of their minimum wage compensation as well as

1 interest, costs, and attorney's fees.

2 44. Pursuant to Labor Code § 1194.2, Plaintiffs and class members are entitled to recover
3 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO PAY OVERTIME WAGES**

6 **(Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order)**

7 45. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
8 though fully set forth herein.

9 46. Labor Code § 1198 and the applicable IWC Wage Order provide that it is unlawful
10 to employ persons without compensating them at a rate of pay either one and one-half (1½) or
11 two (2) times the person's regular rate of pay, depending on the number of hours or days worked
12 by the person on a daily or weekly basis.

13 47. Specifically, the applicable IWC Wage Orders provide that Defendants are and
14 were required to pay overtime compensation to Plaintiffs and Class Members at the rate of one
15 and one-half times (1½) their regular rate of pay when working and for all hours worked in excess
16 of eight (8) hours in a day or more than forty (40) hours in a workweek and for the first eight (8)
17 hours of work on the seventh day of work in a workweek.

18 48. The applicable IWC Wage Orders further provide that Defendants are and were
19 required to pay overtime compensation to Plaintiffs and Class Members at a rate of two times their
20 regular rate of pay when working and for all hours worked in excess of twelve (12) hours in a day
21 or in excess of eight (8) hours on the seventh day of work in a workweek.

22 49. California Labor Code § 510 codifies the right to overtime compensation at one and
23 one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a day
24 or forty (40) hours in a week and for the first eight (8) hours worked on the seventh consecutive
25 day of work, and overtime compensation at twice the regular hourly rate for hours worked in excess
26 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work in
27 a workweek.

28 50. Labor Code § 510 and the applicable IWC Wage Orders provide that employment

1 of more than six days in a workweek is only permissible if the employer pays proper overtime
2 compensation as set forth herein.

3 51. Plaintiffs and Class Members were non-exempt employees entitled to the
4 protections of California Labor Code §§ 510 and 1194.

5 52. During the relevant time period, Defendants failed to pay Plaintiffs and Class
6 Members overtime wages for all overtime hours worked when Plaintiffs and Class Members
7 worked in excess of eight (8) hours in a day, forty (40) hours in a week and/or for a seventh
8 consecutive day of work in a workweek, or when Plaintiffs and Class Members worked in excess
9 of twelve (12) hours in a day and/or in excess of eight (8) hours on the seventh day of work in a
10 work week.

11 53. In violation of state law, Defendants knowingly and willfully refused to perform
12 their obligations and compensate Plaintiffs and Class Members for all wages earned and all hours
13 worked.

14 54. Defendants' failure to pay Plaintiffs and Class Members the unpaid balance of
15 overtime and double time compensation, as required by California law, violates the provisions of
16 Labor Code §§ 510 and 1198, and is therefore unlawful.

17 55. Pursuant to Labor Code § 1194, Plaintiffs and Class Members are entitled to
18 recover their unpaid overtime and double time compensation as well as interest, costs, and
19 attorneys' fees.

20 **THIRD CAUSE OF ACTION**

21 **FAILURE TO PROVIDE MEAL PERIODS**

22 **(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order)**

23 56. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
24 though fully set forth herein.

25 57. Labor Code § 226.7 provides that no employer shall require an employee to work
26 during any meal period mandated by the IWC Wage Orders.

27 58. Section 11 of the applicable IWC Wage Order states, "[n]o employer shall employ
28 any person for a work period of more than five (5) hours without a meal period of not less than 30

minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee."

59. Labor Code § 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

60. Labor Code § 512(a) also provides that an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

61. During the relevant time period, Plaintiffs and Class Members did not receive compliant meal periods for working more than five (5) and/or ten (10) hours per day because their meal periods were missed, late, short, interrupted, and/or they were not permitted to take a second meal period.

62. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order requires an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that a compliant meal period is not provided.

63. At all relevant times, Defendants failed to pay Plaintiffs and Class Members meal period premiums for missed, late, short, and/or interrupted meal periods pursuant to Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order.

64. As a result of Defendants' failure to pay Plaintiffs and Class Members an additional hour of pay for each day a compliant meal period was not provided, Plaintiff and Class Members suffered and continue to suffer a loss of wages and compensation.

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FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS

(Violation of Labor Code § 226.7; Violation of IWC Wage Order)

65. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

66. Labor Code § 226.7(a) provides that no employer shall require an employee to work during any rest period mandated by the IWC Wage Orders.

67. Section 12 of the applicable IWC Wage Order states “every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and the “authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3½) hours.

68. Labor Code 226.7(d) provides that a rest period mandated by state law or IWC Wage Order “shall be counted as hours worked, for which there shall be no deduction from wages.”

69. During the relevant time period, Plaintiffs and class members did not receive a ten (10) minute net rest period for every four (4) hours or major fraction thereof worked because they were required to work through their daily rest periods and/or were not authorized to take their rest periods.

70. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires an employer to pay an employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.

71. At all relevant times, Defendants failed to pay Plaintiffs and class members the full rest period premium for missed or interrupted rest periods pursuant to Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order.

72. As a result of Defendants’ failure to pay Plaintiffs and class members an additional hour of pay for each day a rest period was not provided, Plaintiffs and class members suffered and continue to suffer a loss of wages and compensation.

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1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES UPON SEPARATION**

3 **OF EMPLOYMENT AND WITHIN THE REQUIRED TIME**

4 **(Violations of Labor Code §§ 201, 202, 203 and 210; Violation of IWC Wage Order)**

5 73. Plaintiffs hereby re-allege and incorporate by reference the previous paragraphs, as
6 though fully set forth herein.

7 74. California Labor Code §§ 201 and 202 provide that if an employer discharges an
8 employee, the wages earned and unpaid at the time of discharge are due and payable immediately,
9 and that if an employee voluntarily leaves his or her employment, his or her wages shall become due
10 and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
11 two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled
12 to his or her wages at the time of quitting.

13 75. During the relevant time period, Defendants willfully failed to pay Plaintiffs and
14 Waiting Time Subclass Members all their earned wages and commissions due upon termination
15 including, but not limited to, minimum wages, either at the time of discharge or within seventy-two
16 (72) hours of their leaving Defendants' employ.

17 76. Defendants' failure to pay Plaintiffs and Waiting Time Subclass Members all their
18 earned wages at the time of discharge or within seventy-two (72) hours of their leaving Defendants'
19 employ is in violation of California Labor Code §§ 201 and 202.

20 77. California Labor Code § 203 provides that if an employer willfully fails to pay wages
21 owed promptly upon discharge or resignation as required under California Labor Code §§ 201 and
22 202, then the wages of the employee shall continue as a penalty from the due date, and at the same
23 rate until paid or until an action is commenced; but the wages shall not continue for more than thirty
24 (30) days.

25 78. Defendants willfully failed to pay Plaintiffs and Waiting Time Subclass Members all
26 wages due and, as a result, owe Plaintiffs and Waiting Time Subclass Members regular daily wages
27 for each day they were not paid at their regular rates of pay for up to a thirty (30) day maximum
28 pursuant to California Labor Code § 203 all in an amount to be shown according to proof at trial.

79. Based on these violations, Plaintiffs and the Waiting Time Subclass she seeks to represent, request relief as described herein and below.

SIXTH CAUSE OF ACTION

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Labor Code § 226; Violation of IWC Wage Order)

80. Plaintiffs hereby re-allege and incorporate by reference the previous paragraphs, as though fully set forth herein.

81. California Labor Code § 226(a) requires employers to furnish their employees with an accurate itemized writing that shows gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the period for which the employee is paid, the name of the employee and the portion of his or her social security number as required by law, the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

82. In addition, pursuant to Labor Code § 226.2(a)(2), the itemized statements of employees paid on a piece-rate basis shall also state (1) the total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period; and (2) the total hours of other nonproductive time, the rate of compensation, and the gross wages paid for that time during the pay period.

83. Defendants have intentionally and willfully failed to provide Plaintiffs and class members with complete and accurate wage statements. The deficiencies include, among other things, the failure to list the total hours worked, number of hours worked at each hourly rate, and gross and net wages.

84. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiffs and class members have suffered injury and damage to their statutorily protected rights. Specifically, Plaintiffs and class members have been injured by Defendants' intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate itemized wage statements under California Labor Code § 226(a). In addition, because Defendants failed to provide the accurate rates of pay on wage statements,

Defendants have prevented Plaintiffs and class members from determining if all hours worked were paid at the appropriate rate and the extent of the underpayment. Plaintiffs have had to file this lawsuit in order to analyze whether in fact Plaintiffs were paid correctly and the extent of the underpayment, thereby causing Plaintiffs to incur expenses and lost time. Plaintiffs would not have had to engage in these efforts and incur these costs had Defendants provided the accurate rate of pay. This has also delayed Plaintiffs' ability to demand and recover the underpayment of wages from Defendants.

85. California Labor Code § 226(a) requires an employer to pay the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurred, and one hundred dollars (\$100.00) per employee for each violation in subsequent pay periods, plus attorney's fees and costs, to each employee who was injured by the employer's failure to comply with California Labor Code § 226(a).

86. Defendants' violations of California Labor Code § 226(a) prevented Plaintiffs and class members from knowing, understanding, and disputing the wages paid to them, and resulted in an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and intentional failure to comply with California Labor Code § 226(a), Plaintiffs and class members have suffered an injury, the exact amount of damages and/or penalties is all in an amount to be shown according to proof at trial.

87. Plaintiffs and class members are also entitled to injunctive relief under California Labor Code § 226(g) compelling Defendants to comply with California Labor Code § 226 and seek the recovery of attorney's fees and costs incurred in obtaining this injunctive relief.

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE ALL BUSINESS EXPENSES

(Violation of Labor Code §§ 2800, 2802; Violation of IWC Wage Order)

88. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

89. Labor Code § 2800 states that an employer shall in all cases indemnify his employee for losses.

90. Labor Code § 2802 requires employers to indemnify their employees for all

1 necessary expenditures or losses incurred by employees in direct consequence of the discharge of
2 their duties.

3 91. Section 9 of the applicable IWC Wage Order states that when tools or equipment
4 are required by the employer or are necessary to the performance of a job, such tools and equipment
5 shall be provided and maintained by the employer.

6 92. During the relevant time period, Defendants required Plaintiffs and class members
7 to use their cellular phones for work-related communication and other work-related matters without
8 paying Plaintiffs and other class members for a reasonable percentage of their cell phone bills.

9 93. Defendants also required Plaintiffs and class members to use their home internet for
10 work-related purposes when working from home without reimbursement for home internet
11 expenses, equipment, and fees.

12 94. In violation of Labor Code §§ 2800 and 2802, Defendants failed to indemnify
13 Plaintiffs and class members for these expenses.

14 95. In committing the violations as herein alleged, Defendants have intentionally and
15 willfully failed to fully reimburse Plaintiffs and class members for necessary business-related costs
16 and expenses. As a direct result, Plaintiffs and class members have suffered and continue to suffer
17 substantial losses relating to the use and enjoyment of such compensation, wages, expenses, and
18 attorney's fees.

19 **EIGHTH CAUSE OF ACTION**
20 **ENFORCEMENT OF LABOR CODE § 2698 ET. SEQ. ("PAGA")**

21 96. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
22 though fully set forth herein.

23 97. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for
24 a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
25 ("LWDA") or any of its departments, divisions, commissions, boards, agencies or employees for
26 violation of the code may, as an alternative, be recovered through a civil action brought by an
27 aggrieved employee on behalf of himself and other current or former employees pursuant to the
28 procedures specified in Labor Code § 2699.3.

1 98. Defendants' conduct violates numerous Labor Code sections including, but not
2 limited to, the following:

- 3 (a) Violation of Labor Code §§ 218, 510, 1194, 1197, 1197.1, 1198, and 1199(c) for
4 failure to timely pay all earned wages (including minimum wages, regular, and
5 overtime wages) owed to Plaintiffs and other aggrieved employees during
6 employment and upon separation of employment as herein alleged;
- 7 (b) Violation of Labor Code § 246 for failure to pay Plaintiffs and other aggrieved
8 employees all sick time wages owed at their regular rate of pay;
- 9 (c) Violation of Labor Code §§ 226.7, 512, and 1198 for failure to provide meal
10 periods to Plaintiffs and other aggrieved employees and failure to pay premium
11 wages for missed meal periods as herein alleged;
- 12 (d) Violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiffs and
13 other aggrieved employees and failure to pay premium wages for missed rest
14 periods as herein alleged;
- 15 (e) Violation of Labor Code §§ 2800, 2802 and 2804 for failure to reimburse
16 reasonable and necessary business expenses of Plaintiffs and other aggrieved
17 employees as herein alleged;
- 18 (f) Violation of Labor Code §§ 201, 202, 203, 204, 256, 1198, and 2699 for failure
19 to timely pay Plaintiffs and other aggrieved employees all wages due during and
20 upon termination of employment; and
- 21 (g) Violation of Labor Code § 226 for failure to provide accurate, itemized wage
22 statements.

23 99. Plaintiffs are an "aggrieved employee" because they were employed by the alleged
24 violator and had one or more of the alleged violations committed against them, and therefore is
25 properly suited to represent the interests of all other aggrieved employees.

26 100. On October 9, 2023, Plaintiff Hoover submitted notice of her claims to the Labor and
27 Workforce Development Agency ("LWDA"). As of the time of this filing, Plaintiff Hoover has not
28 received any notice that the LWDA seeks to investigate these claims. As such, the procedural

1 requirements under Labor Code § 2699.3 have been exhausted as to Defendants and Plaintiff Hoover
2 is therefore able to pursue a claim for penalties on behalf of herself and all other aggrieved employees
3 under PAGA.

4 101. PAGA generally imposes a penalty of one hundred dollars (\$100.00) for each
5 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for
6 each aggrieved employee per pay period for each subsequent violation.

7 102. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiffs are entitled to
8 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited
9 above.

10 103. For bringing this action, Plaintiffs are entitled to attorney's fees and costs incurred
11 herein.

12 **NINTH CAUSE OF ACTION**

13 **VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.**

14 104. Plaintiffs hereby re-allege and incorporate by reference the previous paragraphs, as
15 though fully set forth herein.

16 105. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of unfair
17 competition, which includes any "unlawful, unfair or fraudulent business act or practice"

18 106. A violation of California Business and Professions Code §§ 17200, *et seq.* may be
19 predicated on the violation of any state or federal law. In the instant case, Defendants' policies and
20 practices have violated state law causing Plaintiffs and class members to suffer and continue to suffer
21 injuries in fact. As alleged herein, Defendants systematically engaged in unlawful conduct in
22 violation of the California Labor Code and IWC Wage Orders, such as failing to pay minimum
23 wages, failing to pay overtime wages, failing to provide meal periods, failing to authorize or permit
24 paid rest breaks, failing to pay all wages and commissions due and owed upon separation of
25 employment and in a timely manner, failing to furnish accurate wage statements, failing to reimburse
26 business expenses, and failing to produce all employment records, all in order to decrease their costs
27 of doing business and increase their profits.

28 107. At all times relevant herein, Defendants intentionally avoided paying Plaintiffs and

1 class members wages and monies, thereby creating for Defendants an artificially lower cost of doing
2 business in order to undercut their competitors and establish and/or gain a greater foothold in the
3 marketplace.

4 108. At the time Plaintiffs and class members were hired, Defendants knowingly,
5 intentionally and wrongfully misrepresented to each of them their conformance with the California
6 Labor Code and IWC Wage Orders including proper payments required by law.

7 109. At all relevant times herein, Defendants held themselves out to Plaintiffs and class
8 members as being knowledgeable concerning the labor laws of California.

9 110. At all times relevant herein, Plaintiffs and class members relied on and believed
10 Defendants' representations concerning their conformance with California's wage and hour laws all
11 to their detriment.

12 111. As a result of Defendants' intentional, willful, purposeful, and wrongful
13 misrepresentation of their conformance with the California Labor Code and IWC Wage Orders,
14 Plaintiffs and class members suffered a loss of wages and monies, all in an amount to be shown
15 according to proof at trial. By violating the foregoing statutes and regulations as herein alleged,
16 Defendants' acts constitute unfair and unlawful business practices under California Business and
17 Professions Code §§ 17200, *et seq.*

18 112. Defendants' violations of the California Labor Code and IWC Wage Orders and their
19 scheme to lower their payroll costs as alleged herein, constitute unlawful business practices because
20 they were done in a systematic manner over a period of time to the detriment of Plaintiffs and class
21 members.

22 113. As a result of the unfair business practices of Defendants, as alleged herein, Plaintiffs
23 and class members are entitled to injunctive relief, disgorgement, and restitution in an amount to be
24 shown according to proof at trial.

25 114. Plaintiffs seek to enforce important rights affecting the public interest within the
26 meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged herein,
27 has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, class members and to the
28 general public. Based on Defendants' conduct as alleged herein, Plaintiff and class members are

entitled to an award of attorney's fees pursuant to California Code of Civil Procedure § 1021.5.

TENTH CAUSE OF ACTION

ENFORCEMENT OF THE FAIR LABOR STANDARDS ACT

(Violation of 29 U.S.C. § 207, 211 & 29 C.F.R. § 516.2(b))

115. Plaintiffs hereby re-allege and incorporate by reference all paragraphs as though fully set forth herein.

116. At all relevant times, Defendants have been an employer and Plaintiffs and its employees have been employees under Federal Law entitled to the protections of the FLSA.

117. The FLSA requires employers to keep accurate records of hours worked and wages paid, among other information, and to provide these records to their employees. 29 U.S.C. § 211(c); 29 C.F.R. § 516.2(b). Defendants' practices and policies were violations of these requirements.

118. Although Plaintiffs and putative FLSA members periodically worked more than 40 hours in a week, Defendants had a policy and practice of failing and refusing to pay employees overtime and thus violated and continue to violate the above-referenced overtime provisions of the FLSA. Indeed, Plaintiffs worked well over 40 hours most weeks, often worked 10-hour days – without ever being paid any overtime. At some point thereafter, Defendants began paying for some overtime – albeit incorrectly.

119. Indeed, Defendants failed to factor in Plaintiffs' and other employees' commissions and other non-discretionary bonuses into their regular rate of overtime pay for overtime purposes, resulting in a systematic practice of underpaying Plaintiffs and other employees for overtime under the FLSA.

120. Plaintiffs and FLSA Members seek the amount of the respective unpaid wages owed to them, liquidated damages, attorneys' fees and costs pursuant to 29 U.S.C. §§ 201 et seq. and such other legal and equitable relief as the Court deems just and proper.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of all others similarly situated, prays for judgment against Defendants as follows:

1. For certification of the proposed Class and Waiting Time Subclass and any other appropriate subclasses under California Code of Civil Procedure § 382;

2. For appointment of Patricia Hoover, Marcia Aitcheson, Michael Buckhout, Michael Demarco, Paul Dutch Jr., Sheri Henderson, Scott Solomon, and Stuart Tomlinson as the class representatives;

3. For appointment of Lebe Law, APLC as class counsel for all purposes;

4. For general damages;

5. For special damages;

6. For liquidated damages pursuant to the FLSA and the California Labor Code § 1194.2;

7. For statutory penalties to the extent permitted by law, including those pursuant to the FLSA, the California Labor Code, and the IWC Wage Orders;

8. For injunctive relief as provided by the California Labor Code and California Business and Professions Code §§ 17200, *et seq.*;

9. For restitution as provided by California Business and Professions Code §§ 17200, *et seq.*;

10. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent and, therefore, constituting unfair competition under California Business and Professions Code §§ 17200, *et seq.*;

11. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, benefits, and penalties according to proof, including interest thereon;

12. For pre-judgment interest;

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13. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to the FLSA, the California Code of Civil Procedure § 1021.5, and the California Labor Code §§ 218, 226(e), 1194, 1194.2, 2699, and 2802(c);

14. For civil penalties;

15. For civil penalties under PAGA; and

15. For such other relief as the Court deems just and proper.

Dated: November 6, 2025

Lebe Law, APLC

By:

Jonathan M. Lebe

Rayne A. Brown

Attorneys for Plaintiffs Patricia Hoover, Marcia Aitcheson, Michael Buckhout, Michael Demarco, Paul Dutch Jr., Sheri Henderson, Scott Solomon, and Stuart Tomlinson

DEMAND FOR JURY TRIAL

Plaintiffs hereby demands a jury trial with respect to all issues triable of right by jury.

Dated: November 6, 2025

Lebe Law, APLC

By:

Jonathan M. Lebe

Rayne A. Brown

Attorneys for Plaintiffs Patricia Hoover, Marcia Aitcheson, Michael Buckhout, Michael Demarco, Paul Dutch Jr., Sheri Henderson, Scott Solomon, and Stuart Tomlinson

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California, I am over the age of eighteen years and not a party to the within entitled action; my business address is 3900 W Alameda Avenue, Fifteenth Floor, Burbank, CA 91505.

On November 6, 2025, I served the “**SECOND AMENDED CLASS ACTION COMPLAINT**” on the interested parties, by placing a true copy thereof, by the method of service specified below:

Elizabeth Staggs-Wilson, Esq.
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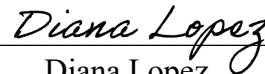
Included In Service List:

Nora Palencia, NPalencia@littler.com
Karina Ramirez, KRamirez@littler.com
Dawn Hancock, DHancock@littler.com

Attorneys for Defendants *COMMUNITY BRANDS PARENTCO, LLC, EDUCATION BRANDS, LLC, and MOBILECAUSE, INC.*

- ☒ (VIA ELECTRONIC SERVICE) Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
- ☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Dated: November 6, 2025


Diana Lopez