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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF LOS ANGELES

12 UNLIMITED JURISDICTION

13 MICHAEL BARATTA, on behalf of
14 themselves and all other aggrieved employees,
and the general public,

15 *Plaintiff,*

16 v.

17 ART CENTER COLLEGE OF DESIGN, a
18 California Nonprofit Corporation; and DOES
1 through 50, inclusive,

19 *Defendants.*

Case No. **26STCV27452**

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff MICHAEL BARATTA (“Plaintiff”), on behalf of themselves and all other
2 aggrieved employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants ART CENTER
5 COLLEGE OF DESIGN, a California Nonprofit Corporation; and DOES 1 through 50, inclusive,
6 (collectively referred to as “Defendants”) for alleged violations of the Labor Code. As set forth
7 below, Plaintiff alleges that Defendants have

- 8 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
9 periods;
- 10 (2) failed to pay them premium wages for missed meal periods;
- 11 (3) failed to pay them at least minimum wage for all hours worked;
- 12 (4) failed to pay them overtime wages at the correct rate;
- 13 (5) failed to pay them for all vested vacation pay;
- 14 (6) failed to reimburse them for all necessary business expenses;
- 15 (7) failed to provide them with accurate written wage statements; and
- 16 (8) failed to pay them all of their final wages following separation of employment.

17 Based on these alleged violations, Plaintiff now brings this class action to recover unpaid wages,
18 restitution, civil penalties, and related relief on behalf of themselves and all others similarly
19 situated, all other aggrieved employees, and the State of California.

20 **JURISDICTION AND VENUE**

21 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
22 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
23 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

24 3. Venue is proper in COUNTY OF LOS ANGELES pursuant to Code of Civil
25 Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions
26 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
27 maintains offices, transacts business, and/or has an agent therein.

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1 **PARTIES**

2 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
3 residing in the State of California.

4 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant ART
5 CENTER COLLEGE OF DESIGN is, and at all relevant times mentioned herein, a California
6 Nonprofit Corporation doing business in the State of California.

7 6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
8 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
9 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
10 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
11 fictitiously named defendants are responsible in some manner for the occurrences, acts and
12 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
13 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
14 capacities of the DOE defendants when ascertained.

15 7. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
16 mentioned herein, some or all of the defendants were the representatives, agents, employees,
17 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
18 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
19 and scope of such relationship and with the full knowledge, consent, and ratification by such other
20 defendants.

21 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

22 8. Plaintiff worked for Defendants as an hourly, non-exempt employee from
23 approximately November 17, 2025, through February 6, 2026.

24 **Off-the-Clock Work**

25 9. At all relevant times, Plaintiff and the aggrieved employees were not paid all wages
26 earned as Defendants directed, permitted, or otherwise encouraged Plaintiff and the aggrieved
27 employees to perform off-the-clock work.
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1 10. Plaintiff and the aggrieved employees regularly started work before their scheduled
2 work hours and were not paid for this time. For example, prior to clocking in, Plaintiff and the
3 aggrieved employees were required to begin preparatory tasks including, but not limited to,
4 plugging in and setting up their laptops, obtaining barcode scanners, and logging into work-related
5 systems such as Microsoft Teams and websites used to check equipment in and out. This process
6 could take as long as thirty minutes per day – time which was unpaid by Defendants.

7 11. Similarly, plaintiff and the aggrieved employees regularly performed work after their
8 scheduled work hours and were not paid for this time. Plaintiff and the aggrieved employees were
9 expected to monitor and respond to any new work-related communications received after their
10 scheduled shifts, including those received through email and Microsoft Teams messages, and were
11 not paid for the time spent performing these additional duties.

12 12. As a result of performing off-the-clock work that was directed, permitted, or
13 otherwise encouraged by Defendants, Plaintiff and the aggrieved employees should have been paid
14 for this time. Instead, Defendants only paid Plaintiff and the aggrieved employees based on the time
15 they were clocked in for their shifts and did not pay Plaintiff and the aggrieved employees for any
16 of the time spent working off-the-clock.

17 13. Defendants knew or should have known that Plaintiff and the aggrieved employees
18 were performing work before and after their scheduled work shifts and failed to pay Plaintiff and
19 the aggrieved employees for these hours. Defendants were aware of this practice and directed,
20 permitted, or otherwise encouraged Plaintiff and the aggrieved employees to perform off-the-clock
21 work.

22 14. As a result of Defendants' policies and practices, Plaintiff and the aggrieved
23 employees were not paid for all hours worked.

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1 **Missed Meal Periods**

2 15. Plaintiff and the aggrieved employees were not provided with meal periods of at
3 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
4 scheduling each meal period as part of each work shift; (2) chronically understaffing each work
5 shift with not enough workers; (3) imposing so much work on each employee such that it made it
6 unlikely that an employee would be able to take their breaks if they wanted to finish their work on
7 time; and (4) no formal written meal and rest period policy that encouraged employees to take their
8 meal and rest periods.

9 16. Meal periods were frequently taken late due to operational needs and the workload
10 Defendants imposed on Plaintiff and the aggrieved employees. Plaintiff and the aggrieved
11 employees were directed to prioritize student needs. Accordingly, Plaintiff and the aggrieved
12 employees would often take their meal periods after the fifth hour of work in order to perform job
13 duties related to student support, classroom preparation, and equipment setup.

14 17. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
15 regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five
16 (5) hours worked due to complying with Defendants' productivity requirements that required
17 Plaintiff and the aggrieved employees to work through their meal periods in order to complete their
18 assignments on time.

19 **Vacation Pay**

20 18. Plaintiff and the aggrieved employees accrued vacation wages during their
21 employment with Defendants.

22 19. Vacation wages are considered a form of wages under Labor Code § 200. Vested
23 vacation pay and other similar forms of paid time off earned based on labor performed are
24 considered wages that cannot be subject to forfeiture without compensation for forfeited days at the
25 applicable rates required by law.

26 20. At all relevant times, Defendants maintained policies that provide for the unlawful
27 forfeiture of vested vacation pay in violation of Labor Code § 227.3 and *Suastez v. Plastic Dress-*
28 *Up Co.*, (1982) 31 Cal. 3d 774.

21. Plaintiff and the aggrieved employees are entitled to vacation accrued during their employment with Defendants. Upon termination, Plaintiff and the aggrieved employees were not paid all accrued vacation pay.

Expense Reimbursement

22. Plaintiff and the aggrieved employees were required to utilize their own personal cell phones and laptops; personal protective equipment (“PPE”), including steel-toe boots and gloves; and tools, such as barcode scanners, to perform their job duties.

23. Plaintiff and the aggrieved employees were not reimbursed for business expenses incurred in using their personal cell phone and laptops to perform work-related tasks including, but not limited to, communicating with upper management using applications such as Microsoft Teams, sending emails to students and faculty members, and handling other online work responsibilities.

24. Defendants failed to reimburse Plaintiff and the aggrieved employees for such necessary business expenses incurred by them.

Wage Statements

25. Plaintiff and the aggrieved employees were not provided with accurate wage statements as mandated by law pursuant to Labor Code § 226.

26. Defendants failed to comply with Labor Code 0167 226(a)(1) as “gross wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

27. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

28. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

29. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that all hours worked, including

overtime and “off-the-clock” work were not included.

FIRST CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698 *et seq.*)

30. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

31. During the applicable limitations period, Defendants have violated Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198, and 2802.

32. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of themselves and other current and former employees, to bring a representative civil action to recover civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

33. Plaintiff, a former employee against whom Defendants committed one or more of the alleged Labor Code violations during the applicable limitations period, is an aggrieved employee within the meaning of Labor Code § 2699(c).

34. Plaintiff has complied with the procedures for bringing suit specified in Labor Code § 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to investigate.

35. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198 and 2802:

i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, 1198 and 2802, one hundred dollars (\$100) for each employee per pay period for each initial violation and two hundred dollars (\$200) for each employee per pay period for each subsequent violation (penalties set by Labor Code § 2699(f)(2));

ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty (30) days’ pay as waiting time (penalties set by Labor Code § 256);

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- 2 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
- 3 employee for each initial violation that was neither willful nor intentional,
- 4 two hundred dollars (\$200) for each employee, plus 25% of the amount
- 5 unlawfully withheld from each employee, for each initial violation that was
- 6 either willful or intentional, and two hundred dollars (\$200) for each
- 7 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
- 8 from each employee, for each subsequent violation, regardless of whether the
- 9 subsequent violation was either willful or intentional (penalties set by Labor
- 10 Code § 210);
- 11 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
- 12 employee for each initial violation that was neither willful nor intentional,
- 13 two hundred dollars (\$200) for each employee, plus twenty-five percent
- 14 (25%) of the amount unlawfully withheld from each employee, for each
- 15 initial violation that was either willful or intentional, and two hundred dollars
- 16 (\$200) for each employee, plus twenty-five percent (25%) of the amount
- 17 unlawfully withheld from each employee, for each subsequent violation,
- 18 regardless of whether the subsequent violation was either willful or
- 19 intentional (penalties set by Labor Code § 225.5);
- 20 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
- 21 citation, two hundred and fifty dollars (\$250) for each employee for each
- 22 violation. Alternatively, if an initial citation or its equivalent occurred before
- 23 the filing of this action, one thousand dollars (\$1,000) for each employee for
- 24 each violation (penalties set by Labor Code § 226.3);
- 25 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
- 26 employee for each initial pay period for which the employee was underpaid,
- 27 and one hundred dollars (\$100) for each employee for each subsequent pay
- 28 period for which the employee was underpaid (penalties set by Labor Code §

558);

- vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);
- viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of themselves, all other current and former non-exempt employees, and the general public, prays for relief and judgment against Defendants as follows:

- (1) Declaratory relief;
- (2) Pre-judgment interest;
- (3) Civil penalties;
- (4) Costs of suit;
- (5) Reasonable attorneys' fees; and
- (6) Such other relief as the Court deems just and proper.

Dated: August 27, 2026

SETAREH LAW GROUP

/s/ Shaun Setareh

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