Robert Drexler (SBN 119119)
Robert.Drexler@CapstoneLawyers.com
Jonathan Lee (SBN 267146)
Jonathan.Lee@CapstoneLawyers.com
Robert Myong (SBN 262097)
Robert.Myong@CapstoneLawyers.com
Ana Lupascu (SBN 349732)
Ana.Lupascu@CapstoneLawyers.com
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiffs Jakeri Bawcum, Jennifer Rodriguez, and Lisa Cleveland

ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
10/12/2026
By: B. Lopez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JAKERI BAWCUM, JENNIFER RODRIGUEZ, and LISA CLEVELAND individually, and on behalf of other members of the general public similarly situated, and as aggrieved employees pursuant to the Private Attorneys General Act ("PAGA");

Plaintiffs,

vs.

BAY AREA COMMUNITY SERVICES, INC., a California nonprofit corporation; BAY AREA COMMUNITY SERVICES HOUSING CORPORATION, a California nonprofit corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CV002987

SECOND AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, *ET SEQ.*

(1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
(2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
(3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
(4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
(5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
(6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
(7) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*; and

(8) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful and Unfair Business Practices)

Jury Trial Demanded

Plaintiffs Jakeri Bawcum, Jennifer Rodriguez, and Lisa Cleveland, individually and on behalf of all other members of the public similarly situated, and as aggrieved employees and on behalf of all aggrieved employees, allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to California Code of Civil Procedure section 382 and California Labor Code sections 2698, *et seq.* ("PAGA") to recover civil penalties and any other available relief on behalf of Plaintiffs, the State of California, and other current and former employees who worked for Defendants in California as non-exempt, hourly paid employees and received at least one wage statement and against whom one or more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating hours and days of work in the applicable Industrial Welfare Commission ("IWC") Wage Order were committed, as set forth in this complaint. The monetary damages, penalties, and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction. Each Plaintiffs' share of damages, penalties, and other relief sought in this action does not exceed $75,000.

2. This Court has jurisdiction over Defendants because Defendants are either 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. There is no basis for federal diversity jurisdiction in this action because there is no complete diversity, and this case falls within the statutory exceptions to "minimal diversity" jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4). Upon information and belief, two-thirds or more of the class members and Defendants are citizens of California and/or (a) two-thirds of the class members and Defendants are citizens of California; (b) the alleged wage and hour violations occurred in California; (c) significant

relief is being sought against Defendants whose violations of California wage and hour laws form a significant basis for Plaintiffs' claims; and (d) no other class action has been filed within the past three (3) years on behalf of the same proposed class against Defendants asserting the same or similar factual allegations.

3. Venue is proper in this Court, because Defendants employ persons in this county, and employed Plaintiffs Rodriguez and Cleveland in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

THE PARTIES

4. Plaintiff Jakeri Bawcum ("Plaintiff Bawcum") is a resident of San Leandro, in Alameda County, California. Defendants employed Plaintiff Bawcum as an hourly paid, non-exempt Care Coordinator from approximately May 2023 to October 2023. During her employment, Plaintiff Bawcum typically worked eight (8) hours or more per day and five (5) days per week. Plaintiff Bawcum's primary job duties included, without limitation, supporting individuals experiencing homelessness by offering assistance in various areas such as housing referrals, mental health services, and coordinating necessary appointments; conducting intake interviews; traveling with clients; and completing paperwork.

5. Plaintiff Jennifer Rodrigez ("Plaintiff Rodriguez") is a resident of Folsom, in Sacramento County, California. Defendants employed Plaintiff Rodrigez as an hourly paid, non-exempt Clinical Care Coordinator from approximately September 2022 to July 2025. During her employment, Plaintiff Rodrigez typically worked eight (8) hours or more per day and five (5) days per week. Plaintiff Rodrigez's primary job duties included, without limitation, performing clinical assessments, diagnosing and creating individualized treatment plans, and completing case notes.

6. Plaintiff Lisa Cleveland ("Plaintiff Cleveland") is a resident of Sacramento, in Sacramento County, California. Defendants employed Plaintiff Cleveland as an hourly paid, non-exempt Critical Care Coordinator from approximately August 2021 to October 2024 and again from June 2025 to February 2026. During her employment, Plaintiff Cleveland

typically worked eight (8) hours or more per day and five (5) days per week. Plaintiff Cleveland's primary job duties included, without limitation, completing client intakes and assessments, participating in community events, drafting daily reports, collaborating with other agencies like housing or social security, making sure clients were attending psychiatric appointments, and sometimes attending those appointments with them, and providing life skills to clients.

7. BAY AREA COMMUNITY SERVICES, INC. was and is, upon information and belief, a California nonprofit corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

8. BAY AREA COMMUNITY SERVICES HOUSING CORPORATION was and is, upon information and belief, a California nonprofit corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

9. Plaintiffs are unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

10. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 10 were the partners, agents, owners, or managers of BAY AREA COMMUNITY SERVICES, INC. and BAY AREA COMMUNITY SERVICES HOUSING CORPORATION at all relevant times.

11. Plaintiffs are informed and believe, and thereon allege, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, BAY AREA COMMUNITY SERVICES, INC.; BAY AREA COMMUNITY SERVICES HOUSING CORPORATION; and/or DOES 1 through 10 (collectively, "Defendants" or "BACS"), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others'

behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

12. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

13. Plaintiffs are informed and believe, and thereon allege, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

14. Under California law, Defendants are jointly and severally liable as employers for the violations alleged herein because they have each exercised sufficient control over the wages, hours, working conditions, and employment status of Plaintiffs and class members. Each Defendant had the power to hire and fire Plaintiffs and class members, supervised and controlled their work schedule and/or conditions of employment, determined their rate of pay, and maintained their employment records. Defendants suffered or permitted Plaintiffs and class members to work and/or "engaged" Plaintiffs and class members so as to create a common-law employment relationship. As joint employers of Plaintiffs and class members, Defendants are jointly and severally liable for the civil penalties and all other relief available to Plaintiff and class members under the law.

15. Plaintiffs are informed and believe, and thereon allege, that at all relevant times, Defendants, and each of them, have acted as joint employers with respect to Plaintiffs and class members because Defendants have:

(a) jointly exercised meaningful control over the work performed by Plaintiffs and class members;

(b) jointly exercised meaningful control over Plaintiffs' and class members' wages, hours, and working conditions, including the quantity, quality standards, speed, scheduling, and operative details of the tasks performed by Plaintiffs and class members;

(c) jointly required that Plaintiff and class members perform work which is an integral part of Defendants' businesses; and

(d) jointly exercised control over Plaintiffs and class members as a matter of economic reality in that Plaintiffs and class members were dependent on Defendants, who shared the power to set the wages of Plaintiffs and class members and determined their working conditions, and who jointly reaped the benefits from the underpayment of their wages and noncompliance with other statutory provisions governing their employment.

16. Plaintiffs are informed and believe, and thereon allege, that at all relevant times there has existed a unity of interest and ownership between Defendants such that any individuality and separateness between the entities has ceased.

17. BAY AREA COMMUNITY SERVICES, INC.; BAY AREA COMMUNITY SERVICES HOUSING CORPORATION; and DOES 1 through 10 are therefore alter egos of each other.

18. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name BACS.

19. Plaintiffs further allege, upon information and belief, that Defendants BAY AREA COMMUNITY SERVICES, INC. and BAY AREA COMMUNITY SERVICES HOUSING CORPORATION are alter egos of each other for the following reasons:

(a) On the California Secretary of State's website (https://bizfileonline.sos.ca.gov/), BAY AREA COMMUNITY SERVICES, INC. and BAY AREA COMMUNITY SERVICES HOUSING CORPORATION share the same mailing address of "390 40TH STREET OAKLAND, CA 94609";

(b) On the California Secretary of State's website, BAY AREA COMMUNITY SERVICES, INC. and BAY AREA COMMUNITY

SERVICES HOUSING CORPORATION share the same agent for service of process, "Betsy Schwarzwalder";

(c) According to their most recent "Statement of Information" forms filed with the California Secretary of State, BAY AREA COMMUNITY SERVICES, INC. and BAY AREA COMMUNITY SERVICES HOUSING CORPORATION share the same officers, including, but not limited to:

(i) Jamie Almanza, who serves as Chief Executive Officer; Judith Bloom, who serves as Secretary; and Renee Tripp, who serves as Chief Financial Officer for BAY AREA COMMUNITY SERVICES, INC. and BAY AREA COMMUNITY SERVICES HOUSING CORPORATION; and

(d) On information and belief, BAY AREA COMMUNITY SERVICES, INC. and BAY AREA COMMUNITY SERVICES HOUSING CORPORATION utilize the same standardized employment forms and issue the same employment policies.

GENERAL ALLEGATIONS

20. Defendants are a non-profit agency providing behavioral health and housing services for teens, adults, older adults, and their families across the Bay Area. Upon information and belief, Defendants maintain a single, centralized Human Resources ("HR") department at their company headquarters in Oakland, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants' company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

21. In particular, Plaintiffs and class members, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents,

indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees' assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee's time of hire.

22. Upon information and belief, Defendants maintain a centralized Payroll department at their company headquarters in Oakland, California, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations in California, including Plaintiffs and class members. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees in California, irrespective of their work locations. Upon information and belief, Defendants process payroll for departing employees in the same manner throughout the State of California, regardless of the manner in which each employee's employment ends.

23. Defendants continue to employ non-exempt or hourly paid employees in California.

24. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned, Defendants were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about California labor and wage law, employment and personnel practices, and about the requirements of California law.

25. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs and class members were not paid for all hours worked because all hours worked were not recorded.

26. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and class members were entitled to receive certain wages for overtime compensation and that they were not receiving certain wages for overtime compensation.

27. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiff and class members were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff

and class members were not paid at least minimum wages for work done off-the-clock.

28. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and class members were entitled to meal periods in accordance with the California Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiffs and class members were not provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

29. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and class members were entitled to rest periods in accordance with the California Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period and that Plaintiffs and class members were not authorized and permitted to take compliant rest periods or provided with payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period.

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

31. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that they had a duty to maintain accurate and complete payroll records in accordance with the California Labor Code and applicable IWC Wage Order, but willfully, knowingly, and intentionally failed to do so.

32. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and class members were entitled to timely payment of all

wages earned upon termination of employment. In violation of the California Labor Code, Plaintiffs and class members did not receive payment of all wages due, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within permissible time periods.

33. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and class members were entitled to timely payment of wages during their employment. In violation of the California Labor Code, Plaintiffs and class members did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within permissible time periods.

34. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and/or class members were entitled to receive full reimbursement for all business-related expenses and costs they incurred during the course and scope of their employment and that they did not receive full reimbursement of applicable business-related expenses and costs incurred.

35. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned, Defendants knew or should have known that Defendants had a duty to provide Plaintiff Rodriguez and class members with written notice of the material terms of their employment with Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

36. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiffs and class members for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs and class members that they were properly denied wages, all in order to increase Defendants' profits.

PAGA REPRESENTATIVE ALLEGATIONS

37. At all times herein set forth, PAGA provides that any provision of law under

the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

38. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed."

39. Plaintiffs and other current and former employees of Defendants are "aggrieved employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current or former employees and one or more of the alleged violations were committed against them.

40. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiffs, may pursue a civil action arising under PAGA after the following requirements have been met:

(a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violation.

(b) An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars ($75).

(c) The LWDA shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation ("LWDA Notice") within sixty (60) calendar days of the postmark date of the aggrieved employee's notice. Upon receipt of the LWDA Notice, or if no LWDA Notice is provided within sixty-five

(65) calendar days of the postmark date of the aggrieved employee's notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties.

41. Pursuant to California Labor Code section 2699.3(c), aggrieved employees, through Plaintiffs, may pursue a civil action arising under PAGA for violations of any provision other than those listed in Section 2699.5 after the following requirements have been met:

(a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.

(b) An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars ($75).

(c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice sent by the aggrieved employee or representative. The employer shall give written notice within that period of time by certified mail to the aggrieved employee or representative and by online filing with the LWDA if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the aggrieved employee may commence a civil action pursuant to Section 2699.

42. On March 7, 2024, Plaintiff Bawcum provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff Bawcum's

written notice was accompanied with the applicable filing fee of seventy-five dollars ($75). The LWDA PAGA Administrator confirmed receipt of Plaintiff Bawcum's written notice and assigned Plaintiff Bawcum PAGA Case Number LWDA-CM-1015409-24. A true and correct copy of Plaintiff Bawcum's written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

43. On July 29, 2026, Plaintiff Rodriguez provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff Rodriguez's written notice was accompanied with the applicable filing fee of seventy-five dollars ($75). The LWDA PAGA Administrator confirmed receipt of Plaintiff Rodriguez's written notice and assigned Plaintiff Rodriguez PAGA Case Number LWDA-CM-1194218-26. A true and correct copy of Plaintiff Rodriguez's written notice to the LWDA and Defendants is attached hereto as "Exhibit 2."

44. On July 29, 2026, Plaintiff Cleveland provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff Cleveland's written notice was accompanied with the applicable filing fee of seventy-five dollars ($75). The LWDA PAGA Administrator confirmed receipt of Plaintiff Cleveland's written notice and assigned Plaintiff Cleveland PAGA Case Number LWDA-CM- 1194221-26. A true and correct copy of Plaintiff Cleveland's written notice to the LWDA and Defendants is attached hereto as "Exhibit 3."

45. As of the filing date of this second amended complaint, over 65 days have passed since Plaintiffs sent the notices described above to the LWDA, and the LWDA has not responded that it intends to investigate Plaintiffs' claims and Defendants have not cured the violations.

46. Thus, Plaintiffs have satisfied the administrative prerequisites under California

Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

47. Labor Code section 558(a) provides "[a]ny 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 . . . . (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid . . . ." Labor Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law."

48. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiffs' and other aggrieved employees' rights by violating various sections of the California Labor Code as set forth above.

49. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

50. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiffs, acting in the public interest as private attorneys general, seek assessment and collection of civil penalties for themselves, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

CLASS ACTION ALLEGATIONS

51. Plaintiffs bring this action on their own behalf, as well as on behalf of each and all other persons similarly situated, and thus seek class certification under California Code of Civil Procedure section 382.

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

53. Plaintiffs' proposed class consists of and is defined as follows:

> All persons who worked for Defendants as non-exempt, hourly paid employees in California, at any time from December 1, 2022, until the date of trial ("Class").

54. Plaintiffs' proposed subclass consists of and is defined as follows:

> All persons who worked for Defendants as non-exempt, hourly paid employees in California and who received at least one wage statement within one (1) year prior to the filing of the initial complaint until the date of trial ("Subclass").

55. Members of the Class and Subclass are referred to herein as "class members."

56. Plaintiffs reserve the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

57. There are common questions of law and fact as to class members that predominate over questions affecting only individual members, including, but not limited to:

(a) Whether Defendants required Plaintiffs and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime compensation to Plaintiffs and class members;

(b) Whether Defendants failed to pay Plaintiffs and class members at least minimum wages for all hours worked;

(c) Whether Defendants failed to provide Plaintiffs and class members with meal periods;

(d) Whether Defendants failed to authorize and permit Plaintiffs and class members to take rest periods;

(e) Whether Defendants provided Plaintiffs and class members with complete and accurate wage statements as required by California Labor Code section 226(a);

(f) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);

(g) Whether Defendants failed to pay earned overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiffs and class members upon their discharge;

(h) Whether Defendants failed to timely pay overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiffs and class members during their employment;

(i) Whether Defendants failed to reimburse Plaintiffs and/or class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;

(j) Whether Defendants failed to provide written notice of information material to Plaintiff Rodriguez's and class members' employment with Defendants;

(k) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and

(l) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

58. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

(a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

(b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately

protect the interests of each class member with whom they have a well-defined community of interest, and Plaintiffs' claims (or defenses, if any) are typical of all class members as demonstrated herein.

(c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each class member with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs acknowledge that they have an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiffs' attorneys, the proposed class counsel, 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 costs and attorneys' fees that have been, are, 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 the entire class.

(e) Public Policy Considerations: Employers in the State of California 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

while simultaneously protecting their privacy.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime

(Against all Defendants)

59. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

60. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that ". . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful."

61. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

62. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and class members working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

63. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs and class members working more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

64. California Labor Code section 510 codifies the right to overtime compensation at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the

seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh (7th) day of work.

65. During the relevant time period, Defendants willfully failed to pay all overtime wages owed to Plaintiffs and class members. During the relevant time period, Plaintiffs and class members were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were not recorded.

66. First, during the relevant period, Defendants had a policy and/or practice of discouraging and impeding Plaintiffs and class members from recording hours worked that were outside of their scheduled shifts, in order to limit the amount of overtime employees could accrue. As stated in Defendants' "Overtime Calculation" policy, "[p]rior written authorization from [non-exempt employees'] supervisor must be obtained before working any overtime." Defendants' policy and/or practice was to require employees, including Plaintiff Bawcum, to complete timesheets online at the end of each pay period, and to submit them to management for review and approval. Defendants' management also required Plaintiffs and class members to record only the scheduled shift start-times and shift end-times instead of their actual hours worked to limit overtime hours employees were eligible to be compensated for. To the extent Defendants' timekeeping policies have taken away time worked that was eligible for overtime, Plaintiffs and class members have been denied overtime pay for all hours worked.

67. Moreover, during the relevant time period, because Defendants discouraged overtime accrual, Plaintiffs and class members were required to complete assigned tasks before and after their scheduled shifts and on their days off without being compensated for the time they worked. For example, in order to meet Defendants' expectations of completing daily tasks within her scheduled hours, Plaintiff Bawcum would report to work before her scheduled shift start-time in order to complete her assigned duties, such as preparing for scheduled appointments and walk-ins, or meeting with clients off-site for housing viewing

appointments. Additionally, for the same reason, about three (3) times per month for about three (3) hours per instance, Plaintiff Rodriguez would write up her case notes after her scheduled shift end-time and on days off to comply with Defendants' 24-48 hour turnaround requirement. Sometimes Plaintiff Cleveland would be on the phone with a client at the end of her shift so she would clock out while on the phone with client to not get in trouble. This happened 3 times per month and these calls would be running around 15-20 min past her scheduled end time. Sometimes Plaintiff Cleveland would also be in charge of transporting a client to/from appointments so if appointment ran late, she would have to complete transporting the client off-the-clock. This happened 2-3 times per month and resulted in approximately 20 mins of OTC work.

68. As a further example, Plaintiff Bawcum and class members were required to respond to phone communications from supervisors before and after their shifts and/or on their days off. For instance, about three (3) times per week, for approximately 15 minutes, Plaintiff Bawcum was required to answer work-related phone calls and text messages from her supervisor, to discuss the statuses of cases. Additionally, once or twice per month, typically on her days off, Plaintiff Bawcum was required to sit in on phone calls with her supervisor to review and edit her timesheets, which could take up to 45 minutes. As another example, Plaintiff Rodriguez was required to complete mandatory online training modules off-the-clock outside of her scheduled shifts about every other month because she was not permitted to set aside her daily workload in order to complete the training modules during her shifts. Plaintiff Cleveland would also turn her work phone on before clocking in and would start receiving phone calls regarding clients in crisis. This happened on average 3 times per week and conversations lasted for 15-20 minutes each occurrence. However, Plaintiffs were not allowed to record this time spent working. Management explicitly told employees not to clock in before their scheduled start time and to not stay past their scheduled end time.

69. Second, Defendants had, and continue to have, company-wide policies and/or practices of understaffing and assigning heavy workloads/caseloads, which resulted in a lack of meal period coverage and prevented Plaintiffs and class members from taking all

uninterrupted meal periods to which they were entitled. For example, Plaintiff Rodriguez's caseload demanded that she maintain a schedule of back-to-back appointments, which did not allow her to build in sufficient time to allow for 30-minute meal periods. Plaintiff Cleveland's first assigned location was supposed to have 22 case managers, but at most they had 7 or 8, so she and other employees had to step into a case manager role sometimes which cut into their productivity quota.

70. Moreover, Defendants have a practice of failing to schedule meal periods, which further caused Plaintiffs and class members to not be relieved of their duties for compliant meal periods. For example, Plaintiff Bawcum worked through her meal periods at least once per week to meet the demands of her caseload of 20 clients, which included attending scheduled and walk-in appointments. Plaintiff Rodriguez often worked through her meal periods for the same reasons, and, when she was able to take her meal periods, they were regularly interrupted by coworkers and supervisors asking her questions about cases. Plaintiff Cleveland's meal breaks were interrupted by supervisors or coworkers regrading clients being in crisis. If she was outside, sometimes clients themselves would approach her directly. Plaintiff Cleveland would cut her meal break short to get back to work or work while eating (like typing up documents). Consequently, Plaintiffs and class members were required to work through their meal periods and/or had their unpaid meal periods interrupted or cut short in order to complete their assigned duties, time for which they were not paid.

71. Third, because Defendants frowned upon employees accruing meal period premiums, Defendants' management pressured employees to record compliant meal periods on their timesheets, upon threat of discipline, even when they had not received compliant meal periods. Additionally, Defendants' company-wide timekeeping system prevented Plaintiffs and class members from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Plaintiffs and class members once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes elapsed. Thus, Defendants did not record all hours worked during meal periods, and Plaintiffs and class members performed work during meal periods for which they were not

paid.

72. Defendants knew or should have known that, as a result of these company-wide practices and/or policies, Plaintiffs and class members were performing their assigned duties off-the-clock outside of their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Plaintiffs and class members worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiffs and class members were not paid overtime wages for all of the overtime hours they actually worked.

73. Defendants' failure to pay Plaintiffs and class members the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiffs and class members are entitled to recover from Defendants their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid Minimum Wages

(Against all Defendants)

74. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

75. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "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 . . . ." Cal. Code Regs. Tit. 8, § 11050(2)(M) (defining "Hours Worked").

76. As set forth above, Defendants maintained a company-wide policy and/or practice of limiting overtime accrual and pressuring employees to record only their scheduled

hours on timesheets rather than hours actually worked, thereby shorting Plaintiffs and class members for work performed outside their scheduled shifts. As set forth above, pursuant to this policy, Plaintiffs and class members performed various work-related tasks while off-the-clock before and after their shifts and on their days off, including preparing for appointments, meeting with clients, writing up case notes, completing mandatory trainings, and communicating with supervisors regarding work-related matters.

77. Second, as set forth above, due to Defendants' company-wide practices of understaffing, assigning heavy workloads while allowing insufficient time for employees to complete their appointments, failing to schedule meal periods, and subsequent lack of meal period coverage, Plaintiffs and class members were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Further, Defendants pressured Plaintiffs and class members record on their timesheets that they took compliant meal periods regardless of whether they had received compliant meal periods or not, upon threat of discipline. Additionally, as stated, Defendants' company-wide timekeeping system prevented Plaintiffs and class members from entering time worked during meal periods because the system locked out Plaintiffs and class members for a full 30 minutes. Thus, Defendants did not accurately record all hours worked during meal periods, and Plaintiffs and class members performed work during meal periods for which they were not paid.

78. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiffs and class members. To the extent that these off-the-clock hours did not qualify for overtime premium payment, Defendants did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

79. Defendants' failure to pay Plaintiffs and class members minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California Labor Code section 1194.2, Plaintiffs and class members are entitled to recover from Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and

interest thereon.

THIRD CAUSE OF ACTION

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period Violations

(Against all Defendants)

80. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

81. At all relevant times herein set forth, California Labor Code section 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 a 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. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal.4th 1004, 1041-1042 (2012).

82. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

83. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, 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.

84. Under California law, an employer cannot evade meal period requirements via the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S. Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013). In addition, an employee must be provided with the opportunity to eat his or her meal while performing the duties required and any on-duty meal period must, like any off-duty meal period, be at least 30 minutes long.

L'Chaim House, Inc., et al. v. Division of Labor Standards Enforcement, 38 Cal.App.5th 141 (2019).

85. First, during the relevant time period, as stated, Defendants had, and continue to have, company-wide policies and/or practices of understaffing, which, combined with the assignment of heavy workloads and failure to schedule meal periods, resulted in a lack of meal period coverage and prevented Plaintiffs and class members from taking all timely, uninterrupted meal periods to which they were entitled. For instance, as stated, Plaintiff Rodriguez's caseload demanded that she maintain a schedule of back-to-back appointments, which did not allow her to build in sufficient time to allow for 30-minute meal periods and often caused her to work through her meal periods. If Plaintiff Rodriguez was able to take her meal periods, they were regularly interrupted by coworkers and supervisors asking her questions about cases. As another example, as stated, Plaintiff Bawcum worked straight through her meal periods approximately once per week to meet the demands of her caseload. Additionally, Plaintiffs often took their meal periods late, after the fifth hour of work, due to the heavy workload. Thus, Plaintiffs and class members had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods.

86. Second, as stated, because Defendants frowned upon employees accruing meal period premiums, Defendants' management pressured employees to record compliant meal periods on their timesheets, upon threat of discipline, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by Defendants. Additionally, as stated, Defendants' company-wide timekeeping system prevented Plaintiffs and class members from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Plaintiffs and class members once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Plaintiffs and class members did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties. To the extent Defendants required Plaintiff

Rodriguez and class members to sign written "on-duty" meal period agreements, such agreements are invalid as the nature of the work performed by Plaintiff Rodriguez and class members and do not necessitate an "on-duty" meal period under California law.

87. At all times mentioned herein, Defendants knew or should have known that as a result of their policies, Plaintiffs and class members were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. Defendants further knew or should have known that they did not pay Plaintiffs and class members all meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

88. Furthermore, Defendants engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Plaintiffs and class members have not received premium pay for all missed, late, and interrupted meal periods. As a result, Defendants failed to provide Plaintiffs and class members compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

89. Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiffs and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

FOURTH CAUSE OF ACTION

Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations

(Against all Defendants)

90. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

91. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiffs' and class members' employment by Defendants.

92. At all relevant times, the applicable IWC Wage Order provides that "[e]very

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 that the "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 (3 ½) hours.

93. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiffs and class members are entitled to recover from Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a required rest period was not authorized and permitted.

94. During the relevant time period, Defendants regularly failed to authorize and permit Plaintiffs and class members to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, Defendants' company-wide practices, including understaffing and assigning heavy workloads, prevented Plaintiffs and class members from being relieved of all duty in order to take their rest periods. Defendants also failed to schedule rest periods, which, coupled with Defendants' failure to provide adequate rest period coverage, further led to Plaintiffs and class members not being authorized and permitted to take compliant rest periods.

95. Moreover, on information and belief, Defendants maintained a company-wide on-premises rest period policy, which effectively required that Plaintiffs and class members remain on Defendants' premises during their rest periods. Because Plaintiffs and class members were restricted from leaving the premises during rest periods, they were denied the

ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, Defendants effectively maintained control over Plaintiffs and class members during rest periods.

96. As a result of Defendants' practices and policies, Plaintiffs and class members worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Plaintiff Bawcum had to forgo nearly all of her rest periods due to heavy workload and a lack of rest period coverage. As a further example, Plaintiff Rodriguez missed more than half of her rest periods for the same reasons, and, when she was able to take rest periods, they were interrupted due to coworkers consulting her on client issues. Plaintiff Cleveland also regularly missed about half of her rest breaks because it was so busy or they were interrupted by supervisors, coworkers, or clients.

97. Defendants have also engaged in a systematic, company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not authorized and permitted. Because of this practice and/or policy, Plaintiffs and class members have not received premium pay for all missed rest periods. As a result, Defendants denied Plaintiffs and class members rest periods and failed to pay them rest period premiums due, in violation of Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

98. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiffs and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period was not authorized and permitted.

FIFTH CAUSE OF ACTION

Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

(Against all Defendants)

99. Plaintiffs incorporate by reference and re-allege as if fully stated herein each

and every allegation set forth above.

100. At all relevant times herein set forth, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

101. At all relevant times, Defendants have knowingly and intentionally provided Plaintiffs and Subclass members with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiffs and Subclass members that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

102. Because Defendants did not record the time Plaintiffs and Subclass members spent working off the clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), Defendants did not list the correct amount of gross wages and net wages earned by Plaintiffs and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours worked by Plaintiffs and Subclass members, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

103. The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the

employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

104. California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments . . . ." At all relevant times, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiffs and Subclass members showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

105. California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, Defendants engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Plaintiffs and Subclass members, in violation of section 1198.

106. Plaintiffs and Subclass members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee.

//

//

SIXTH CAUSE OF ACTION

Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon Termination

(Against all Defendants)

107. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

108. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premiums that that were not timely paid to Plaintiffs and those class members no longer employed by Defendants upon their termination.

109. At all times relevant herein set forth, Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

110. Defendants willfully failed to pay Plaintiffs and class members who are no longer employed by Defendants the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

111. Defendants' failure to pay Plaintiffs and class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiffs and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SEVENTH CAUSE OF ACTION

For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.*

(Against all Defendants)

112. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

113. California Labor Code §§ 2698, *et seq.* permit Plaintiffs to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiffs, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 516 and 1182.12.

114. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

(a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff Bawcum and other aggrieved employees with all required overtime pay, as alleged herein;

(b) Violation of Labor Code sections 1182.12. 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiffs and other aggrieved employees with at least minimum wages for all hours worked, as alleged herein;

(c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiffs and other aggrieved employees with meal periods, as alleged herein;

(d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiffs and other aggrieved employees to take rest periods, as

alleged herein;

(e) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiffs and other aggrieved employees, as alleged herein;

(f) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as alleged herein;

(g) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as alleged herein;

(h) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as alleged below; and

(i) Violation of Labor Code section 2802 for failure to reimburse other aggrieved employees for all business expenses necessarily incurred, as alleged below.

115. California Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed. Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month. Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll

period.

116. During the relevant time period, Defendants willfully failed to pay Plaintiffs and other aggrieved employees all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204. Plaintiffs and other aggrieved employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

117. California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal.App.4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

118. During the relevant time period, Defendants had a company-wide policy of requiring other aggrieved employees to utilize their own personal vehicles to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, other aggrieved employees were required to drive themselves and Defendants' clients to numerous locations across the Bay Area for various client appointments, such as attending housing viewing appointments, which upon information and belief, could be up to a 25-minute drive. Although Defendants required other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, Defendants failed to reimburse them for their mileage or travel expenses.

119. Additionally, during the relevant time period, Defendants required other aggrieved employees to purchase tools, supplies, and/or equipment that were necessary for the

completion of their work-related duties. For example, other aggrieved employees were required to purchase hygienic products for emergencies with clients or food items for clients, but were not reimbursed for these costs. Thus, Defendants failed to provide necessary tools, supplies, and/or equipment to other aggrieved employees, forcing them to procure their own, and failed to reimburse other aggrieved for these expenses.

120. Defendants could have provided other aggrieved employees with the actual equipment for use on the job, such as company vehicles, tools, supplies, and/or equipment. Or, Defendants could have reimbursed employees for their mileage, travel expenses, tools, supplies, and/or equipment. Instead, Defendants passed these operating costs onto other aggrieved employees.

121. Defendants' company-wide policy and/or practice of passing on their operating costs to other aggrieved employees violates Labor Code section 2802. Defendants have intentionally and willfully failed to reimburse other aggrieved employees for necessary business-related expenses and costs. Other aggrieved employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

EIGHTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* – Unlawful and Unfair Business Practices

(Against all Defendants)

122. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

123. Defendants are "persons" as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

124. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiffs, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants' unlawful business practices. Plaintiffs seek to enforce important rights affecting the public interest within the

meaning of Code of Civil Procedure section 1021.5.

125. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200, *et seq*.

126. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. In the instant case, Defendants' policies and practices have violated state law in at least the following respects:

(a) Requiring non-exempt, hourly paid employees, including Plaintiffs and class members, to work overtime without paying them proper compensation in violation of California Labor Code sections 510 and 1198, and the applicable IWC Wage Order, as alleged herein;

(b) Failing to pay at least minimum wage to Plaintiffs and class members in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order, as alleged herein;

(c) Failing to provide all meal periods to Plaintiffs and class members in violation of California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order, as alleged herein;

(d) Failing to authorize and permit Plaintiffs and class members to take all rest periods in violation of California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged herein; and

(e) Failing to provide written notice of information material to Plaintiff Rodriguez's and class members' employment with Defendants in violation of California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

127. At all relevant times herein, California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written

and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees containing basic and material payroll information, including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

128. At all relevant times, on information and belief, Defendants failed, on a company-wide basis, to provide written notice to Plaintiff Rodriguez and class members that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiff Rodriguez and class members with written notice of basic information regarding their employment with Defendants is in violation of California Labor Code section 2810.5.

129. Further, Defendants' activities, namely Defendants' company-wide practice and/or policy of not paying Plaintiffs and class members all meal and rest period premiums due to them under California Labor Code section 226.7, deprived Plaintiffs and class members of the compensation guarantee and enhanced enforcement implemented by section 226.7. The statutory remedy provided by section 226.7 is a "'dual-purpose' remedy intended primarily to compensate employees, and secondarily to shape employer conduct." *Safeway, Inc. v. Superior Court*, 238 Cal.App.4th 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiffs and class members as part of their employment with Defendants, and thus Defendants' practice and/or policy of denying these statutory benefits constitutes an unfair business practice in violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

130. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiffs and class members have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged

herein.

131. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiffs and class members are entitled to restitution of the wages and class-wide loss of the statutory benefits implemented by section 226.7 withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all outstanding wages and all statutory benefits implemented by section 226.7 due to Plaintiffs and class members; and an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

REQUEST FOR JURY TRIAL

Plaintiffs request a trial by jury.

PRAYER FOR RELIEF

Plaintiffs, on behalf of all others similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of thirty-five thousand dollars ($35,000), exclusive of interest and costs. Plaintiffs reserve the right to amend their prayer for relief to seek a different amount.

Class Certification

2. That this case be certified as a class action;

3. That Plaintiffs be appointed as the representatives of the Class and Subclass;

4. That counsel for Plaintiffs be appointed as class counsel.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and the applicable IWC Wage Order by willfully failing to pay all overtime wages due to Plaintiffs and class members;

6. For general unpaid wages at overtime wage rates and such special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing

from the date such amounts were due, or as otherwise provided by law;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a); and

9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 and the applicable IWC Wage Order by willfully failing to pay minimum wages to Plaintiffs and class members;

11. For general unpaid wages and such special damages as may be appropriate;

12. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);

14. For liquidated damages pursuant to California Labor Code section 1194.2; and

15. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order by willfully failing to provide all meal periods to Plaintiffs and class members;

17. That the Court make an award to the Plaintiffs and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

18. For premiums pursuant to California Labor Code section 226.7(c);

19. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

20. For attorneys' fees pursuant to California Code of Civil Procedure section

1021.5, or as otherwise provided by law; and

21. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

22. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiffs and class members to take all rest periods;

23. That the Court make an award to the Plaintiffs and class members of one (l) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

24. For premiums pursuant to California Labor Code section 226.7(c);

25. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

26. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

27. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

28. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiffs and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

29. For injunctive relief pursuant to California Labor Code section 226(h);

30. For statutory penalties pursuant to California Labor Code section 226(e);

31. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

32. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

33. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, and/or meal and rest period premiums owed at the time of termination of the employment of Plaintiffs and other terminated class members;

34. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

35. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

36. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

37. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

38. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff Bawcum and/or other aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); and 2802 (by failing to reimburse business expenses);

39. For civil penalties pursuant to the California Labor Code, including sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802;

40. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California

Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802; and

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

42. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiffs and class members all overtime wages due to them, failing to provide Plaintiffs and class members all minimum wages due to them, failing to provide Plaintiffs and class members all meal periods, failing to authorize and permit Plaintiffs and class members to take all rest periods, failing to timely pay Plaintiffs and class members all earned wages during employment, and failing to provide written notice of material terms of employment, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

43. That the Court declare, adjudge and decree that Defendants' conduct of denying Plaintiffs and class members the statutory benefits guaranteed under California Labor Code section 226.7 constitutes an unfair business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

44. For restitution of unpaid wages and statutory benefits under California Labor Code section 226.7 to Plaintiffs and all class members and prejudgment interest from the day such amounts were due and payable;

45. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

46. For such other and further relief as the Court may deem equitable and appropriate.

//

//

Dated: October 12, 2026

Respectfully submitted,

Capstone Law APC

By: _____

Robert Drexler
Jonathan Lee
Robert Myong
Ana Lupascu

Attorneys for Plaintiffs Jakeri Bawcum, Jennifer Rodriguez, and Lisa Cleveland

EXHIBIT “1”

1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ALEXANDER LIMA
310.712.8154 Direct
Alexander.Lima@capstonelawyers.com

March 7, 2024

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(https://dir.govfa.net/308)

Subject: *Jakeri Bawcum v. Bay Area Community Services, Inc., et al.*

Dear PAGA Administrator:

This office represents Jakeri Bawcum in connection with her claims under the California Labor Code. Ms. Bawcum was an employee of BAY AREA COMMUNITY SERVICES, INC. and/or BAY AREA COMMUNITY SERVICES HOUSING CORPORATION. For the purpose of this letter, Ms. Bawcum collectively refers to these entities as "BACS."

The employers may be contacted directly at the addresses below:

BAY AREA COMMUNITY SERVICES, INC.
390 40TH STREET
OAKLAND, CA 94609

BAY AREA COMMUNITY SERVICES HOUSING CORPORATION
390 40TH STREET
OAKLAND, CA 94609

Ms. Bawcum intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Bawcum seeks relief on behalf of herself, the State of California, and other persons who are or were employed by BACS in California as a non-exempt, hourly paid employee and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

BACS employed Ms. Bawcum as a non-exempt, hourly paid Care Coordinator from approximately May 2023 to October 2023. During her employment, Ms. Bawcum typically worked eight (8) hours or more per day and five (5) days per week. Ms. Bawcum's job duties included, without limitation, supporting individuals experiencing homelessness by offering assistance in various areas such as housing referrals, mental health services, and coordinating necessary appointments; conducting intake interviews; traveling with clients; and completing paperwork.

BACS has committed one or more of the following Labor Code violations against Ms. Bawcum, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c):[1]

BACS's Company-Wide and Uniform Payroll and HR Practices

BAY AREA COMMUNITY SERVICES, INC. and BAY AREA COMMUNITY SERVICES HOUSING CORPORATION are California nonprofit corporations providing behavioral health and housing services for teens, adults, older adults, and their families across the Bay Area. Upon information and belief, BACS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Oakland, California, for all non-exempt, hourly paid employees working for BACS in California, including Ms. Bawcum and other aggrieved employees. At all relevant times, BACS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Bawcum and other aggrieved employees, regardless of their location or position.

Upon information and belief, BACS maintains a centralized Payroll department at its corporate headquarters in Oakland, California, which processes payroll for all non-exempt, hourly paid employees working for BACS in California, including Ms. Bawcum and other aggrieved employees. Further, BACS issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Bawcum and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, BACS utilized the same methods and formulas when calculating wages due to Ms. Bawcum and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

BACS willfully failed to pay all overtime wages owed to Ms. Bawcum and other aggrieved employees. During the relevant time period, Ms. Bawcum and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

[1] These facts, theories, and claims are based on Ms. Bawcum's experience and counsel's review of those records currently available relating to Ms. Bawcum's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Bawcum reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

First, during the relevant time period, BACS had a policy and/or practice of discouraging and impeding Ms. Bawcum and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, in order to limit the amount of overtime employees could accrue. As stated in BACS's "Overtime Calculation" policy, "[p]rior written authorization from [non-exempt employees'] supervisor must be obtained before working any overtime." BACS's policy and/or practice was to require employees to complete timesheets online at the end of each pay period, and to submit them to management for review and approval. BACS's management also required Ms. Bawcum and other aggrieved employees to record only the scheduled shift start-times and shift end-times instead of their actual hours worked to limit overtime hours employees were eligible to be compensated for. To the extent BACS's timekeeping policies have taken away time worked that was eligible for overtime, Ms. Bawcum and other aggrieved employees have been denied overtime pay for all hours worked.

Moreover, during the relevant time period, because BACS discouraged overtime accrual, Ms. Bawcum and other aggrieved employees were required to complete certain tasks before and after their scheduled shifts and on their days off without being compensated for the time they worked. For example, in order to meet BACS's expectations of completing daily tasks within her scheduled hours, Ms. Bawcum would report to work before her scheduled shift start-time in order to complete her assigned duties, such as preparing for scheduled appointments and walk-ins, or meeting with clients off-site for housing viewing appointments. As a further example, Ms. Bawcum and other aggrieved employees were required to respond to phone communications from supervisors before and after their shifts and/or on their days off. For instance, about three (3) times per week, for approximately 15 minutes, Ms. Bawcum was required to answer work-related phone calls and text messages from her supervisor, to discuss the statuses of cases. Additionally, once or twice per month, typically on her days off, Ms. Bawcum was required to sit in on phone calls with her supervisor to review and edit her timesheets, which could take up to 45 minutes. However, Ms. Bawcum was not allowed to record this time spent working.

Second, BACS had, and continues to have, company-wide policies and/or practices of understaffing and assigning heavy workloads/caseloads, which resulted in a lack of meal period coverage and prevented Ms. Bawcum and other aggrieved employees from taking all uninterrupted meal periods to which they were entitled. Moreover, BACS has a practice of failing to schedule meal periods, which further caused Ms. Bawcum and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Bawcum worked through her meal periods at least once per week to meet the demands of her caseload of 20 clients, which included attending scheduled and walk-in appointments. Consequently, Ms. Bawcum and other aggrieved employees were required to work through their meal periods and/or had their unpaid meal periods interrupted or cut short in order to complete their assigned duties, time for which they were not paid.

Third, because BACS frowned upon employees accruing meal period penalties, BACS's management pressured employees to record compliant meal periods on their timesheets, upon threat of discipline, even when they had not received compliant meal periods. Additionally, BACS's company-wide timekeeping system prevented Ms. Bawcum and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Bawcum and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes elapsed. Thus, BACS did not record all hours worked during meal periods, and Ms. Bawcum and other aggrieved employees performed work during meal periods for which they were not paid.

BACS knew or should have known that, as a result of these company-wide practices and/or policies, Ms. Bawcum and other aggrieved employees were performing their assigned duties off-the-clock outside of their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Bawcum and other aggrieved employees worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay.

Furthermore, BACS did not pay other aggrieved employees the correct overtime rates for the recorded overtime hours that they generated. In addition to an hourly wage, BACS paid Ms. Bawcum and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, BACS failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rates. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, BACS failed to pay all overtime wages by paying a lower overtime rate than required.

BACS's failure to pay Ms. Bawcum and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Bawcum and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as "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." Cal. Code Regs. tit. 8, § 11040(2)(K) (defining "Hours Worked").

As set forth above, during the relevant time period, BACS maintained a company-wide policy and/or practice of limiting overtime accrual and pressuring employees to record only their scheduled hours on timesheets rather than hours actually worked, thereby shorting Ms. Bawcum and other aggrieved employees for work performed outside their scheduled shifts. As set forth above, pursuant to this policy, Ms. Bawcum and other aggrieved employees performed various work-related tasks while off-the-clock before and after their shifts, including preparing for appointments, meeting with clients, and communicating with supervisors regarding work-related matters.

Second, as set forth above, due to BACS's company-wide practices of understaffing, assigning heavy workloads, failing to schedule meal periods, and subsequent lack of meal period coverage, Ms. Bawcum and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Further, in order to prevent employees from accruing meal penalties, BACS pressured Ms. Bawcum and other aggrieved employees to record on their timesheets that they took compliant meal periods regardless of whether they had received compliant meal periods or not, in order to strictly limit penalties that would need to be paid by BACS. Additionally, as stated, BACS's company-wide timekeeping system prevented Ms. Bawcum and other aggrieved employees from entering time worked during meal periods because the system locked out Ms. Bawcum and other aggrieved employees for a full 30 minutes.

Thus, BACS did not accurately record all hours worked during meal periods, and Ms. Bawcum and other aggrieved employees performed work during meal periods for which they were not paid.

Thus, BACS did not pay minimum wages for all hours worked by Ms. Bawcum and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, BACS did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, BACS regularly failed to pay at least minimum wages to Ms. Bawcum and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Bawcum and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, 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. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, 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.

First, during the relevant time period, as stated, BACS had, and continues to have, a company-wide policy and/or practice of understaffing, which, combined with the assignment of heavy workloads and failure to schedule meal periods, resulted in a lack of meal period coverage and prevented Ms. Bawcum and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. For example, as stated, Ms. Bawcum worked straight through her meal periods approximately once per week to meet the demands of her caseload. Additionally, Ms. Bawcum often took her meal periods late after the fifth hour of work, due to the heavy workload. Thus, Ms. Bawcum and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods.

Second, as stated, because BACS frowned upon employees accruing meal period penalties, BACS's management pressured employees to record compliant meal periods on their timesheets, upon threat of discipline, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal penalties that would need to be paid by BACS. Additionally, as stated, BACS's company-wide timekeeping system prevented Ms. Bawcum and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the

system locked out Ms. Bawcum and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed.

Further, BACS did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Ms. Bawcum and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times mentioned herein, BACS knew or should have known that, as a result of its policies, Ms. Bawcum and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. BACS further knew or should have known that it did not pay Ms. Bawcum and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Furthermore, BACS engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Bawcum and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that BACS did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, BACS did not pay other aggrieved employees at the correct rate of pay for premiums because BACS systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, BACS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Bawcum and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very 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 that the "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 (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, BACS regularly failed to authorize and permit Ms. Bawcum and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, BACS's company-wide policies and/or practices of understaffing and assigning heavy workloads, prevented Ms. Bawcum and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. BACS also failed to schedule rest periods, which, coupled with BACS's failure to provide adequate rest period coverage, further led to Ms. Bawcum and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Moreover, on information and belief, BACS maintained a company-wide on-premises rest period policy, which effectively required that Ms. Bawcum and other aggrieved employees remain on BACS's premises during their rest periods. Because Ms. Bawcum and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, BACS effectively maintained control over Ms. Bawcum and other aggrieved employees during rest periods.

As a result of BACS's practices and policies, Ms. Bawcum and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Bawcum had to forego nearly all of her rest periods due to her heavy workload and a lack of rest period coverage.

BACS also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized or permitted. Because of this practice and/or policy, Ms. Bawcum and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that BACS did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, BACS did not pay other aggrieved employees at the correct rate of pay for premiums because BACS failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration in the regular rate of pay.

Accordingly, BACS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Bawcum and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. BACS has not provided Ms. Bawcum and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or $50 for the initial pay period in which a violation occurs and $100 per employee for each violation in a subsequent pay period, not to exceed $4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of $250 per employee per violation in an initial citation and $1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, BACS has knowingly and intentionally provided Ms. Bawcum and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, BACS issued uniform wage statements to Ms. Bawcum and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, BACS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because BACS did not record the time Ms. Bawcum and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), BACS did not list the correct amount of gross wages and net wages earned by Ms. Bawcum and other aggrieved employees, in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, BACS failed to accurately list the total number of the hours worked by Ms. Bawcum and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Also, because BACS did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, meal and rest period premiums, and/or paid sick leave, BACS did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5). BACS also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, in violation of section 226(a)(9).

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments . . . ." Labor Code section 1174.5 provides that employers are subject to a $500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), BACS willfully failed to maintain accurate payroll records for Ms. Bawcum and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate

time records showing when the employee begins and ends each work period and meal period. During the relevant time period, BACS engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period start and end times for Ms. Bawcum and other aggrieved employees in violation of section 1198. Furthermore, in light of BACS's failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, BACS kept no records of meal start and end times for second meal periods.

Because BACS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Bawcum and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Bawcum and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Bawcum and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, BACS failed to pay Ms. Bawcum and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay, within any time period specified by California Labor Code section 204.

Ms. Bawcum and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

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

BACS willfully failed to pay Ms. Bawcum and other aggrieved employees who are no longer employed by BACS all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay, either at the time of discharge, or within seventy-two (72) hours of their leaving BACS's employ.

Ms. Bawcum and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 246 – Failure to Properly Calculate Paid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. California Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid 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[;]" or 2) "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

During the relevant time period, on information and belief, BACS did not pay other aggrieved employees the correct sick leave rates of pay. BACS paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, BACS failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses into the calculation of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when other aggrieved employees took sick leave and received these other forms of pay, BACS failed to pay all sick leave benefits by paying a lower sick leave pay rate than required. Specifically, BACS paid other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

BACS's failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to other aggrieved employees on a company-wide basis in violation of Labor Code sections 246(l).

Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc*., 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

First, during the relevant time period, BACS had a company-wide policy of requiring other aggrieved employees to utilize their own personal vehicles to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, other aggrieved employees were required to drive themselves and BACS's clients to numerous locations across the Bay Area for various client appointments, such as attending housing viewing appointments, which upon information and belief, could be up to a 25 minute drive. Although BACS required other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, BACS failed to reimburse them for their mileage or travel expenses.

Second, during the relevant time period, BACS required other aggrieved employees to purchase tools, supplies, and/or equipment that were necessary for the completion of their work-related duties. For example, other aggrieved employees were required to purchase hygienic products for emergencies with clients or food items for clients, but were not reimbursed for these costs. Thus, BACS failed to provide necessary tools, supplies, and/or equipment to other aggrieved employees, forcing them to procure their own, and failed to reimburse other aggrieved for these expenses.

BACS could have provided other aggrieved employees with the actual equipment for use on the job, such as company vehicles, tools, supplies, and/or equipment. Or, BACS could have reimbursed employees for their mileage, travel expenses, tools, supplies, and/or equipment. Instead, BACS passed these operating costs off onto other aggrieved employees.

Thus, BACS had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny 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 . . . . (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid . . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." BACS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Bawcum's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Bawcum seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Bawcum, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against BACS for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Ms. Bawcum seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Alexander Lima

Copy: BAY AREA COMMUNITY SERVICES, INC. (via U.S. Certified Mail); BAY AREA COMMUNITY SERVICES HOUSING CORPORATION (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067

CERTIFIED MAIL®

7022 2410 0000 2406 0835

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
Postmark

BAY AREA COMMUNITY SERVICES, INC.
390 40TH STREET
OAKLAND, CA 94609

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 2410 0000 2406 0835

BAY AREA COMMUNITY SERVICES, INC.
390 40TH STREET
OAKLAND, CA 94609

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BAY AREA COMMUNITY SERVICES, INC.
390 40TH STREET
OAKLAND, CA 94609

9590 9402 7690 2122 7213 48

2. Article Number *(Transfer from service label)*
7022 2410 0000 2406 0835

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

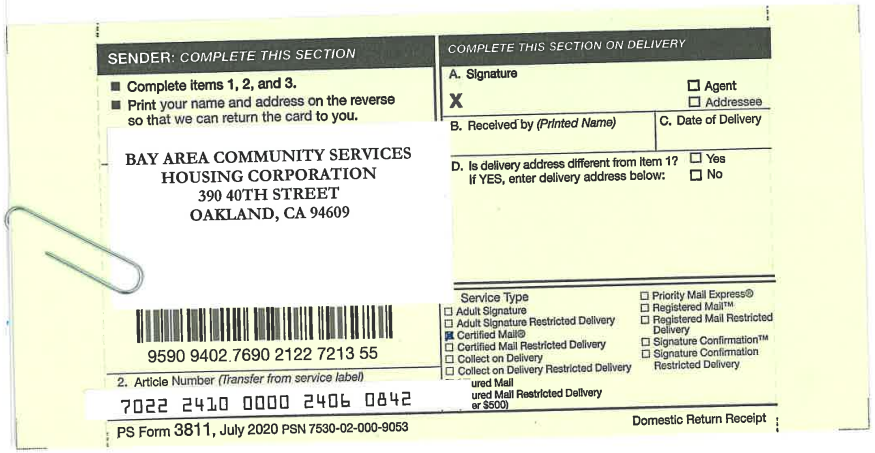
Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Capstone Law, APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067

CERTIFIED MAIL®

7022 2410 0000 2406 0842

BAY AREA COMMUNITY SERVICES
HOUSING CORPORATION
390 40TH STREET
OAKLAND, CA 94609



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BAY AREA COMMUNITY SERVICES
HOUSING CORPORATION
390 40TH STREET
OAKLAND, CA 94609

9590 9402 7690 2122 7213 55

2. Article Number (Transfer from service label)
7022 2410 0000 2406 0842

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
ured Mail
ured Mail Restricted Delivery
er $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

7022 2410 0000 2406 0842

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Ret
☐ Cer
☐ Adu
☐ Adu
Postag
$
Total F
$
Sent To
Street
City, S

BAY AREA COMMUNITY SERVICES
HOUSING CORPORATION
390 40TH STREET
OAKLAND, CA 94609

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BAY AREA COMMUNITY SERVICES
HOUSING CORPORATION
390 40TH STREET
OAKLAND, CA 94609

9590 9402 7690 2122 7213 55

2. Article Number *(Transfer from service label)*
7022 2410 0000 2406 0842

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Grace Lamm C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ ured Mail
☐ ured Mail Restricted Delivery
er $500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BAY AREA COMMUNITY SERVICES, INC.
390 40TH STREET
OAKLAND, CA 94609

9590 9402 7690 2122 7213 48

2. Article Number *(Transfer from service label)*
7022 2410 0000 2406 0835

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Grace Lamm C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ ured Mail
☐ ured Mail Restricted Delivery
er $500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

EXHIBIT “2”

1875 Century Park East, Suite 1860
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

MAO SHIOKURA
310.712.8030 Direct
Mao.Shiokura@capstonelawyers.com

July 29, 2026

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(https://dir.govfa.net/411)

Subject: *Jennifer Rodriguez v. Bay Area Community Services, Inc., et al.*

Dear PAGA Administrator:

This office represents Jennifer Rodriguez in connection with her claims under the California Labor Code. Ms. Rodriguez was an employee of BAY AREA COMMUNITY SERVICES, INC. and/or BAY AREA COMMUNITY SERVICES HOUSING CORPORATION. For the purpose of this letter, Ms. Rodriguez collectively refers to these entities as "BACS."

The employer may be contacted directly at the addresses below:

BAY AREA COMMUNITY SERVICES, INC.
390 40TH STREET
OAKLAND, CA 94609

BAY AREA COMMUNITY SERVICES HOUSING CORPORATION
390 40TH STREET
OAKLAND, CA 94609

Ms. Rodriguez intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Rodriguez seeks relief on behalf of herself, the State of California, and other persons who are or were employed by BACS as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

BACS employed Ms. Rodriguez as an hourly paid, non-exempt employee from approximately September 2022 to July 2025. Ms. Rodriguez worked for BACS as a Clinical Care Coordinator out of its locations in Sacramento, California. During her employment, Ms. Rodriguez typically worked eight (8) or more hours per day and five (5) days per week. By the end of her employment, Ms. Rodriguez was compensated approximately $41.20 per hour. Her job duties included, without limitation, performing clinical assessments, diagnosing and creating individualized treatment plans, and completing case notes.

BACS committed each of the following Labor Code violations against Ms. Rodriguez, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1):[1]

BACS's Company-Wide and Uniform Payroll and HR Practices

BAY AREA COMMUNITY SERVICES, INC. and BAY AREA COMMUNITY SERVICES HOUSING CORPORATION are California nonprofit corporations providing behavioral health and housing services for teens, adults, older adults, and their families across the Bay Area. Upon information and belief, BACS maintains a single, centralized Human Resources (HR) department at its company headquarters in Oakland, California, for all non-exempt, hourly paid employees working for BACS in California, including Ms. Rodriguez and other aggrieved employees. At all relevant times, BACS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Rodriguez and other aggrieved employees, regardless of their location or position.

Upon information and belief, BACS maintains a centralized Payroll department at its company headquarters in Oakland, California, which processes payroll for all non-exempt, hourly paid employees working for BACS in California, including Ms. Rodriguez and other aggrieved employees. Further, BACS issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Rodriguez and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, BACS utilized the same methods and formulas when calculating wages due to Ms. Rodriguez and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

BACS willfully failed to pay all overtime wages owed to Ms. Rodriguez and other aggrieved employees. During the relevant time period, Ms. Rodriguez and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in

[1] These facts, theories, and claims are based on Ms. Rodriguez's experience and counsel's review of those records currently available relating to Ms. Rodriguez's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Rodriguez reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, BACS had a policy and/or practice of discouraging and impeding Ms. Rodriguez and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, in order to limit the amount of overtime employees could accrue. As stated in BACS's "Overtime Calculation" policy, "[p]rior written authorization from [non-exempt employees'] supervisor must be obtained before working any overtime." BACS's policy and/or practice was to require employees to complete timesheets online at the end of each pay period, and to submit them to management for review and approval. BACS's management also required Ms. Rodriguez and other aggrieved employees to record only the scheduled shift start-times and shift end-times instead of their actual hours worked to limit overtime hours employees were eligible to be compensated for. To the extent BACS's timekeeping policies have taken away time worked that was eligible for overtime, Ms. Rodriguez and other aggrieved employees have been denied overtime pay for all hours worked.

Moreover, during the relevant time period, because BACS discouraged overtime accrual, Ms. Rodriguez and other aggrieved employees were required to complete certain tasks before and after their scheduled shifts and on their days off without being compensated for the time they worked. For example, in order to meet BACS's expectations of completing daily tasks within her scheduled hours, about three (3) times per month for about three (3) hours per instance, Ms. Rodriguez would write up her case notes after her scheduled shift end-time and on days off to comply with BACS's 24-48 hour turnaround requirement. Additionally, Ms. Rodriguez was required to complete mandatory online training modules off-the-clock outside of her scheduled shifts about every other month because she was not permitted to set aside her daily workload in order to complete the training modules during her shifts. However, Ms. Rodriguez was not allowed to record this time spent working.

Second, BACS had, and continues to have, company-wide policies and/or practices of understaffing and assigning heavy workloads/caseloads, which resulted in a lack of meal period coverage and prevented Ms. Rodriguez and other aggrieved employees from taking all uninterrupted meal periods to which they were entitled. For example, Ms. Rodriguez's caseload demanded that she maintain a schedule of back-to-back appointments, which did not allow her to build in sufficient time to allow for 30-minute meal periods. Moreover, BACS has a practice of failing to schedule meal periods, which further caused Ms. Rodriguez and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Rodriguez often worked through her meal periods in order to meet the demands of her caseload, which included attending scheduled and walk-in appointments, and, when she was able to take her meal periods, they were regularly interrupted by coworkers and supervisors asking her questions about cases. Consequently, Ms. Rodriguez and other aggrieved employees were required to work through their meal periods and/or had their unpaid meal periods interrupted or cut short in order to complete their assigned duties, time for which they were not paid.

Third, because BACS frowned upon employees accruing meal period premiums, BACS's management pressured employees to record compliant meal periods on their timesheets, upon threat of discipline, even when they had not received compliant meal periods. Additionally, BACS's company-wide timekeeping system prevented Ms. Rodriguez and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Rodriguez and other aggrieved employees once they clocked out for a meal

period, and would not permit them to clock back in from a meal period until 30 minutes elapsed. Thus, BACS did not record all hours worked during meal periods, and Ms. Rodriguez and other aggrieved employees performed work during meal periods for which they were not paid.

BACS knew or should have known that as a result of these company-wide practices and/or policies, Ms. Rodriguez and other aggrieved employees were performing their assigned duties off-the-clock outside of their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Rodriguez and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Rodriguez and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

BACS's failure to pay Ms. Rodriguez and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Rodriguez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BACS into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "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 . . . ." Cal. Code Regs. Tit. 8, § 11050(2)(M) (defining "Hours Worked").

As set forth above, during the relevant time period, BACS maintained a company-wide policy and/or practice of limiting overtime accrual and pressuring employees to record only their scheduled hours on timesheets rather than hours actually worked, thereby shorting Ms. Rodriguez and other aggrieved employees for work performed outside their scheduled shifts. As set forth above, pursuant to this policy, Ms. Rodriguez and other aggrieved employees performed various work-related tasks while off-the-clock before and after their shifts, including preparing for appointments, meeting with clients, writing up case notes, completing mandatory trainings, and/or communicating with supervisors regarding work-related matters.

Second, as set forth above, due to BACS's company-wide practices of understaffing, assigning heavy workloads/caseloads while allowing insufficient time for employees to complete their appointments, failing to schedule meal periods, and subsequent lack of meal period coverage, Ms. Rodriguez and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Further, BACS pressured Ms. Rodriguez and other aggrieved employees to record on their timesheets that they took compliant meal periods regardless of whether they had received compliant meal periods or not, upon threat of discipline. Additionally, as stated, BACS's company-wide timekeeping system prevented Ms. Rodriguez and other aggrieved employees from entering time worked during meal periods because the system locked out Ms. Rodriguez and other aggrieved employees for a full 30 minutes. Thus, BACS did not

accurately record all hours worked during meal periods, and Ms. Rodriguez and other aggrieved employees performed work during meal periods for which they were not paid.

BACS did not pay at least minimum wages for all hours worked by Ms. Rodriguez and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, BACS did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, BACS regularly failed to pay at least minimum wages to Ms. Rodriguez and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Rodriguez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BACS into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, 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. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal.4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, 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.

Under California law, an employer cannot evade meal period requirements via the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S. Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013). In addition, an employee must be provided with the opportunity to eat his or her meal while performing the duties required and any on-duty meal period must, like any off-duty meal period, be at least 30 minutes long. *L'Chaim House, Inc., et al. v. Division of Labor Standards Enforcement*, 38 Cal.App.5th 141 (2019).

First, during the relevant time period, as stated, BACS had, and continues to have, a company-wide policy and/or practice of understaffing, which, combined with the assignment of heavy workloads/caseloads and failure to schedule meal periods, resulted in a lack of meal period coverage and prevented Ms. Rodriguez and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. For instance, as stated, Ms. Rodriguez's caseload demanded that she maintain a schedule of back-to-back appointments, which did not allow her to build in sufficient time to allow for 30-minute meal periods and often caused her to work through her

meal periods. If Ms. Rodriguez was able to take her meal periods, they were regularly interrupted by coworkers and supervisors asking her questions about cases. Additionally, Ms. Rodriguez often took her meal periods late after the fifth hour of work, due to the heavy workload. Thus, Ms. Rodriguez and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods.

Second, as stated, because BACS frowned upon employees accruing meal period premiums, BACS's management pressured employees to record compliant meal periods on their timesheets, upon threat of discipline, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by BACS. Additionally, as stated, BACS's company-wide timekeeping system prevented Ms. Rodriguez and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Ms. Rodriguez and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Ms. Rodriguez and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

To the extent BACS required Ms. Rodriguez and other aggrieved employees to sign written "on-duty" meal period agreements, such agreements are invalid as the nature of the work performed by Ms. Rodriguez and other aggrieved employees and do not necessitate an "on-duty" meal period under California law.

At all times herein mentioned, BACS knew or should have known that, as a result of these policies, Ms. Rodriguez and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. BACS further knew or should have known that it did not pay Ms. Rodriguez and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Furthermore, BACS engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Rodriguez and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods.

Accordingly, BACS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Rodriguez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BACS into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very 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 that the "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 (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal.5th 257, 273 (2016).

During the relevant time period, BACS regularly failed to authorize and permit Ms. Rodriguez and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, BACS's company-wide practices, including understaffing and assigning heavy workloads/caseloads, prevented Ms. Rodriguez and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, BACS failed to schedule rest periods, which, coupled with BACS's failure to provide adequate rest period coverage, further led to Ms. Rodriguez and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, on information and belief, BACS maintained a company-wide on-premises rest period policy, which effectively required that Ms. Rodriguez and other aggrieved employees remain on BACS's premises during their rest periods. Because Ms. Rodriguez and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, BACS effectively maintained control over Ms. Rodriguez and other aggrieved employees during rest periods.

As a result of BACS's practices and policies, Ms. Rodriguez and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Ms. Rodriguez missed more than half of her rest periods due to heavy workload and a lack of rest period coverage, and, when she was able to take rest periods, they were interrupted due to coworkers consulting her on client issues.

BACS also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Rodriguez and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, BACS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Rodriguez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BACS into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. BACS has not provided Ms. Rodriguez and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an

employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or $50 for the initial pay period in which a violation occurs and $100 per employee for each violation in a subsequent pay period, not to exceed $4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of $250 per employee per violation in an initial citation and $1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

At all relevant times, BACS has knowingly and intentionally provided Ms. Rodriguez and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, BACS issued uniform wage statements to Ms. Rodriguez and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, BACS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because BACS did not accurately record the time Ms. Rodriguez and other aggrieved employees spent working off the clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), BACS did not list the correct amount of gross wages and net wages earned by Ms. Rodriguez and other aggrieved employees in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, BACS failed to accurately list the total number of hours worked by Ms. Rodriguez and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments . . . ." At all relevant times, and in violation of Labor Code section 1174(d), BACS willfully failed to maintain accurate payroll records for Ms. Rodriguez and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is

unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, BACS engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Rodriguez and other aggrieved employees, in violation of section 1198.

Because BACS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Rodriguez and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Rodriguez and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Rodriguez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BACS into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, BACS failed to pay Ms. Rodriguez and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Rodriguez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BACS into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72)

hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

BACS willfully failed to pay Ms. Rodriguez and other aggrieved employees who are no longer employed by BACS the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving BACS's employ.

Ms. Rodriguez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BACS into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

On information and belief, BACS failed to provide Ms. Rodriguez and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). BACS's failure to provide Ms. Rodriguez and other aggrieved employees with written notice of basic information regarding their employment with BACS is in violation of Labor Code section 2810.5.

Ms. Rodriguez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BACS into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny 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 . . . . (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid . . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." BACS, at all relevant times, was an employer or person acting on behalf of an employer(s) who

violated Ms. Rodriguez's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Rodriguez seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Rodriguez , acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against BACS for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Rodriguez seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Mao Shiokura
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
(310) 556-4811

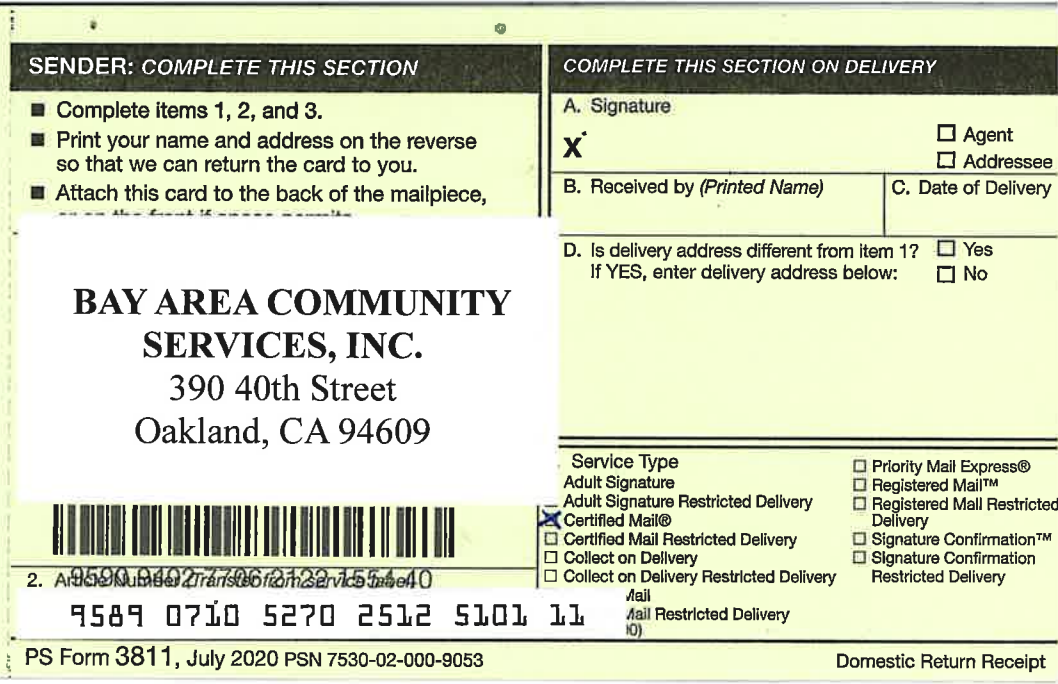
Best Regards,



Mao Shiokura

Copy: BAY AREA COMMUNITY SERVICES, INC. (via U.S. Certified Mail); BAY AREA COMMUNITY SERVICES HOUSING CORPORATION (via U.S. Certified Mail); Joshua Mizrahi, Esq., Graham G. Lambert, Esq., and Rochelle Calderon, Esq., Buchalter, A Professional Corporation, 1000 Wilshire Boulevard, Suite 1500, Los Angeles, CA 90017-1730 (via U.S. Certified Mail)





BAY AREA COMMUNITY SERVICES, INC.
390 40th Street
Oakland, CA 94609



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

9589 0710 5270 0211 5979 90

9589 0710 5270 0211 5979 90

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $

Cleveland v. Bay Area

Postmark

BAY AREA COMMUNITY
SERVICES HOUSING
CORPORATION
390 40th Street
Oakland, CA 94609

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece,

BAY AREA COMMUNITY
SERVICES HOUSING
CORPORATION
390 40th Street
Oakland, CA 94609

2. Article Number (Transfer from service label) 9590 9402 7706 2132 1554 26

9589 0710 5270 0211 5979 90

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Age
☐ Add

B. Received by (Printed Name) C. Date of D

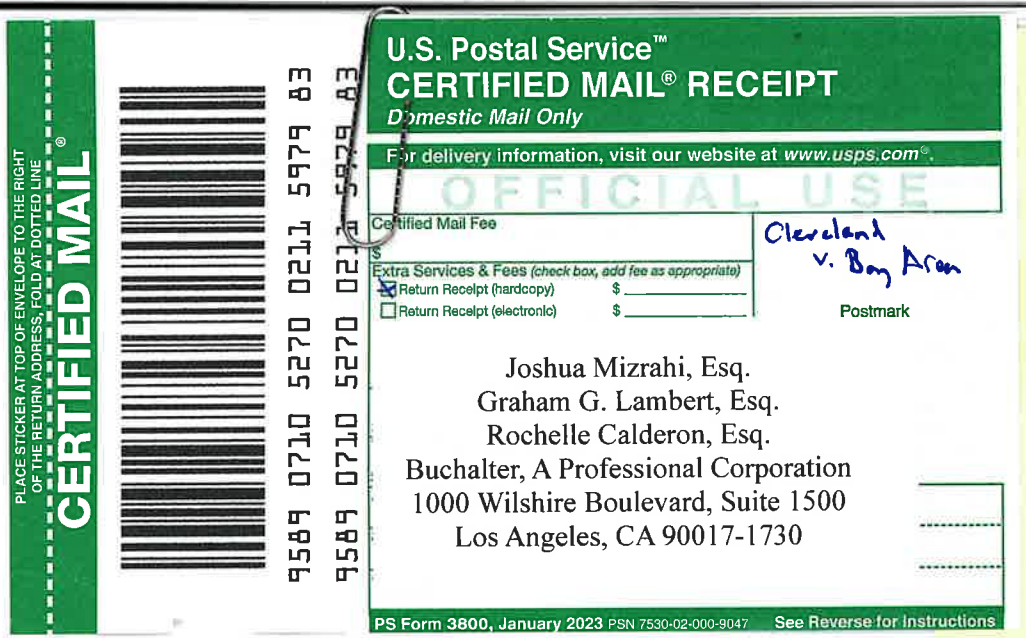
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

. Service Type
Adult Signature
Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
Mail
Mail Restricted Delivery
00)

☐ Priority Mail Expr
☐ Registered Mail™
☐ Registered Mail R Delivery
☐ Signature Confirr
☐ Signature Confirr Restricted Delive

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return R

BAY AREA COMMUNITY
SERVICES HOUSING
CORPORATION
390 40th Street
Oakland, CA 94609



Joshua Mizrahi, Esq.
Graham G. Lambert, Esq.
Rochelle Calderon, Esq.
Buchalter, A Professional Corporation
1000 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90017-1730

EXHIBIT “3”

Capstone LAW APC

1875 Century Park East, Suite 1860
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

MAO SHIOKURA
310.712.8030 Direct
Mao.Shiokura@capstonelawyers.com

July 29, 2026

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(https://dir.govfa.net/411)

Subject: *Lisa Cleveland v. Bay Area Community Services, Inc., et al.*

Dear PAGA Administrator:

This office represents Lisa Cleveland in connection with her claims under the California Labor Code. Ms. Cleveland was an employee of BAY AREA COMMUNITY SERVICES, INC. and/or BAY AREA COMMUNITY SERVICES HOUSING CORPORATION. For the purpose of this letter, Ms. Cleveland collectively refers to these entities as "BACS."

The employer may be contacted directly at the addresses below:

BAY AREA COMMUNITY SERVICES, INC.
390 40TH STREET
OAKLAND, CA 94609

BAY AREA COMMUNITY SERVICES HOUSING CORPORATION
390 40TH STREET
OAKLAND, CA 94609

Ms. Cleveland intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Cleveland seeks relief on behalf of herself, the State of California, and other persons who are or were employed by BACS as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

BACS employed Ms. Cleveland as an hourly paid, non-exempt employee from approximately August 2021 to February 2026. Ms. Cleveland worked for BACS as a Critical Care Coordinator out of its locations in Sacramento, California. During her employment, Ms. Cleveland typically worked eight (8) or more hours per day and five (5) days per week. By the end of her employment, Ms. Cleveland was compensated approximately $40.00 per hour. Her job duties included, without limitation, performing client intakes and assessments, participating in community events, collaborating with other agencies like housing or Social Security, ensuring clients were attending

psychiatric appointments and sometimes attending those appointments with them, and providing life skills to clients.

BACS committed each of the following Labor Code violations against Ms. Cleveland, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1):[1]

BACS's Company-Wide and Uniform Payroll and HR Practices

BAY AREA COMMUNITY SERVICES, INC. and BAY AREA COMMUNITY SERVICES HOUSING CORPORATION are California nonprofit corporations providing behavioral health and housing services for teens, adults, older adults, and their families across the Bay Area. Upon information and belief, BACS maintains a single, centralized Human Resources (HR) department at its company headquarters in Oakland, California, for all non-exempt, hourly paid employees working for BACS in California, including Ms. Cleveland and other aggrieved employees. At all relevant times, BACS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Cleveland and other aggrieved employees, regardless of their location or position.

Upon information and belief, BACS maintains a centralized Payroll department at its company headquarters in Oakland, California, which processes payroll for all non-exempt, hourly paid employees working for BACS in California, including Ms. Cleveland and other aggrieved employees. Further, BACS issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Cleveland and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, BACS utilized the same methods and formulas when calculating wages due to Ms. Cleveland and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

[1] These facts, theories, and claims are based on Ms. Cleveland's experience and counsel's review of those records currently available relating to Ms. Cleveland's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Cleveland reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

BACS willfully failed to pay all overtime wages owed to Ms. Cleveland and other aggrieved employees. During the relevant time period, Ms. Cleveland and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, BACS had a policy and/or practice of discouraging and impeding Ms. Cleveland and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, in order to limit the amount of overtime employees could accrue. As stated in BACS's "Overtime Calculation" policy, "[p]rior written authorization from [non-exempt employees'] supervisor must be obtained before working any overtime." BACS's policy and/or practice was to require employees to complete timesheets online at the end of each pay period, and to submit them to management for review and approval. BACS's management also required Ms. Cleveland and other aggrieved employees to record only the scheduled shift start-times and shift end-times instead of their actual hours worked to limit overtime hours employees were eligible to be compensated for. To the extent BACS's timekeeping policies have taken away time worked that was eligible for overtime, Ms. Cleveland and other aggrieved employees have been denied overtime pay for all hours worked.

Moreover, during the relevant time period, because BACS discouraged overtime accrual, Ms. Cleveland and other aggrieved employees were required to complete certain tasks before and after their scheduled shifts and/or on their days off without being compensated for the time they worked. For example, in order to meet BACS's expectations of completing daily tasks within her scheduled hours, about three (3) times per week for about 15-20 minutes per instance, Ms. Cleveland would respond to phone calls regarding clients in crisis before her scheduled shift-start time, but was not permitted to log this time worked. Furthermore, Ms. Cleveland would clock out and continue phone conversations she was having with clients or finish transporting clients to/from appointments after her scheduled shift end-time, approximately 2-3 times per month, resulting in at least 20 minutes of work off the clock. However, Ms. Cleveland was not allowed to record this time spent working.

Second, BACS had, and continues to have, company-wide policies and/or practices of understaffing and assigning heavy workloads/caseloads/productivity requirements, which resulted in a lack of meal period coverage and prevented Ms. Cleveland and other aggrieved employees from taking all uninterrupted meal periods to which they were entitled. For example, Ms. Cleveland was required to meet a 45% productivity quota, which demanded that 45% of her shift had to be spent on direct therapeutic work with clients, while other requisite tasks such as completing paperwork and transporting clients to/from appointments did not count towards this quota. This strict productivity requirement did not allow her to build in sufficient time to allow for 30-minute meal periods. Moreover, BACS has a practice of failing to schedule meal periods, which further caused Ms. Cleveland and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Cleveland sometimes worked through her meal periods in order to meet the demands of her caseload, including typing up notes, reports, and other documentation, and to meet her productivity quota. Furthermore, when Ms. Cleveland was able to take her meal periods, they were regularly interrupted by coworkers and supervisors asking her questions about cases or by clients approaching her directly. Consequently, Ms. Cleveland and other aggrieved employees were required to work through their meal periods and/or had their unpaid meal periods interrupted or cut short in order to complete their assigned duties, time for which they were not paid.

Third, because BACS frowned upon employees accruing meal period premiums, BACS's management adjusted employee time records to reflect compliant meal periods and/or pressured employees to record compliant meal periods on their timesheets, upon threat of discipline, even when they had not received compliant meal periods. Additionally, BACS's company-wide timekeeping system prevented Ms. Cleveland and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Cleveland and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes elapsed. Thus, BACS did not record all hours worked during meal periods, and Ms. Cleveland and other aggrieved employees performed work during meal periods for which they were not paid.

BACS knew or should have known that as a result of these company-wide practices and/or policies, Ms. Cleveland and other aggrieved employees were performing their assigned duties off-the-clock outside of their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Cleveland and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Cleveland and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

BACS's failure to pay Ms. Cleveland and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Cleveland and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BACS into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "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 . . . ." Cal. Code Regs. Tit. 8, § 11050(2)(M) (defining "Hours Worked").

As set forth above, during the relevant time period, BACS maintained a company-wide policy and/or practice of limiting overtime accrual and pressuring employees to record only their scheduled hours on timesheets rather than hours actually worked, thereby shorting Ms. Cleveland and other aggrieved employees for work performed outside their scheduled shifts. As set forth above, pursuant to this policy, Ms. Cleveland and other aggrieved employees performed various work-related tasks while off-the-clock before and after their shifts, including preparing for appointments, meeting with clients, writing up notes and other documentation, and/or communicating with supervisors/coworkers regarding work-related matters.

Second, as set forth above, due to BACS's company-wide practices of understaffing, assigning heavy workloads/caseloads/productivity requirements, failing to schedule meal periods, and subsequent lack of meal period coverage, Ms. Cleveland and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-

clock. Further, BACS adjusted employee time records to reflect compliant meal periods and/or pressured Ms. Cleveland and other aggrieved employees to record on their timesheets that they took compliant meal periods regardless of whether they had received compliant meal periods or not, upon threat of discipline. Additionally, as stated, BACS's company-wide timekeeping system prevented Ms. Cleveland and other aggrieved employees from entering time worked during meal periods because the system locked out Ms. Cleveland and other aggrieved employees for a full 30 minutes. Thus, BACS did not accurately record all hours worked during meal periods, and Ms. Cleveland and other aggrieved employees performed work during meal periods for which they were not paid.

BACS did not pay at least minimum wages for all hours worked by Ms. Cleveland and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, BACS did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, BACS regularly failed to pay at least minimum wages to Ms. Cleveland and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Cleveland and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BACS into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, 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. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal.4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, 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.

Under California law, an employer cannot evade meal period requirements via the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S. Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013). In addition, an employee must be provided with the opportunity to eat his or her meal while performing the duties required and any on-duty meal period must, like any off-duty meal period, be at least 30 minutes long. *L'Chaim House, Inc., et al. v. Division of Labor Standards Enforcement*, 38 Cal.App.5th 141 (2019).

First, during the relevant time period, as stated, BACS had, and continues to have, a company-wide policy and/or practice of understaffing, which, combined with the assignment of heavy workloads/caseloads/productivity requirements and failure to schedule meal periods, resulted in a lack of meal period coverage and prevented Ms. Cleveland and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. For instance, as stated, Ms. Cleveland was required to meet a 45% productivity quota, which demanded that 45% of her shift had to be spent on direct therapeutic work with clients, while other required tasks such as completing paperwork and transporting clients to/from appointments did not count towards this quota. This strict productivity requirement did not allow her to build in sufficient time to allow for 30-minute meal periods and resulted in her working through her meal periods. If Ms. Cleveland was able to take her meal periods, they were interrupted by coworkers and supervisors asking her questions about clients in crisis or by clients approaching her directly. Additionally, Ms. Cleveland often took her meal periods late after the fifth hour of work, due to the heavy workload. Thus, Ms. Cleveland and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods.

Second, as stated, because BACS frowned upon employees accruing meal period premiums, BACS's management adjusted employee time records to reflect compliant meal periods and/or pressured employees to record compliant meal periods on their timesheets, upon threat of discipline, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by BACS. Additionally, as stated, BACS's company-wide timekeeping system prevented Ms. Cleveland and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Ms. Cleveland and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Ms. Cleveland and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

To the extent BACS required Ms. Cleveland and other aggrieved employees to sign written "on-duty" meal period agreements, such agreements are invalid as the nature of the work performed by Ms. Cleveland and other aggrieved employees and do not necessitate an "on-duty" meal period under California law.

At all times herein mentioned, BACS knew or should have known that, as a result of these policies, Ms. Cleveland and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. BACS further knew or should have known that it did not pay Ms. Cleveland and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Furthermore, BACS engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Cleveland and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods.

Accordingly, BACS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Cleveland and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BACS into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very 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 that the "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 (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal.5th 257, 273 (2016).

During the relevant time period, BACS regularly failed to authorize and permit Ms. Cleveland and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, BACS's company-wide practices, including understaffing and assigning heavy workloads/caseloads/productivity requirements, prevented Ms. Cleveland and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, BACS failed to schedule rest periods, which, coupled with BACS's failure to provide adequate rest period coverage, further led to Ms. Cleveland and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, on information and belief, BACS maintained a company-wide on-premises rest period policy, which effectively required that Ms. Cleveland and/or other aggrieved employees remain on BACS's premises during their rest periods. Because Ms. Cleveland and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, BACS effectively maintained control over Ms. Cleveland and/or other aggrieved employees during rest periods.

As a result of BACS's practices and policies, Ms. Cleveland and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Ms. Cleveland missed half of her rest periods due to heavy workload and a lack of rest period coverage, and, when she was able to take rest periods, they were interrupted due to supervisors or coworkers consulting her on client issues or clients approaching her directly.

BACS also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Cleveland and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, BACS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Cleveland and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BACS into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. BACS has not provided Ms. Cleveland and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or $50 for the initial pay period in which a violation occurs and $100 per employee for each violation in a subsequent pay period, not to exceed $4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of $250 per employee per violation in an initial citation and $1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

At all relevant times, BACS has knowingly and intentionally provided Ms. Cleveland and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, BACS issued uniform wage statements to Ms. Cleveland and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, BACS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because BACS did not accurately record the time Ms. Cleveland and other aggrieved employees spent working off the clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), BACS did not list the correct amount of gross wages and net wages earned by Ms. Cleveland and other aggrieved employees in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, BACS failed to accurately list the total number of hours worked by Ms. Cleveland and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages

of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments . . . ." At all relevant times, and in violation of Labor Code section 1174(d), BACS willfully failed to maintain accurate payroll records for Ms. Cleveland and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, BACS engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Cleveland and other aggrieved employees, in violation of section 1198.

Because BACS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Cleveland and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Cleveland and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Cleveland and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BACS into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, BACS failed to pay Ms. Cleveland and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Cleveland and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BACS into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

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

BACS willfully failed to pay Ms. Cleveland and other aggrieved employees who are no longer employed by BACS the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving BACS's employ.

Ms. Cleveland and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BACS into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

On information and belief, BACS failed to provide Ms. Cleveland and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). BACS's failure to provide Ms. Cleveland and other aggrieved employees with written notice of basic information regarding their employment with BACS is in violation of Labor Code section 2810.5.

Ms. Cleveland and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BACS into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny 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 . . . . (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid . . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." BACS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Cleveland's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Cleveland seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Cleveland , acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against BACS for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Cleveland seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Mao Shiokura
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Mao Shiokura

Copy: BAY AREA COMMUNITY SERVICES, INC. (via U.S. Certified Mail); BAY AREA COMMUNITY SERVICES HOUSING CORPORATION (via U.S. Certified Mail); Joshua Mizrahi, Esq., Graham G. Lambert, Esq., and Rochelle Calderon, Esq., Buchalter, A Professional Corporation, 1000 Wilshire Boulevard, Suite 1500, Los Angeles, CA 90017-1730 (via U.S. Certified Mail)



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS; FOLD AT DOTTED LINE

CERTIFIED MAIL®

9589 0710 5270 2512 5101 04

9589 0710 5270 2512 5101 04

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- [x] Return Receipt (hardcopy) $ ____
- [ ] Return Receipt (electronic) $ ____
- [ ] Certified Mail Restricted Delivery $ ____
- [ ] Adult Signature Required $ ____
- [ ] Adult Signature Restricted Delivery $ ____

Postage
$

Cleveland v. Bay Area Community Services

Postmark Here

BAY AREA COMMUNITY
SERVICES, INC.
390 40th Street
Oakland, CA 94609

See Reverse for Instructions

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece,

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Address

B. Received by *(Printed Name)* C. Date of Delive

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

BAY AREA COMMUNITY
SERVICES, INC.
390 40th Street
Oakland, CA 94609

. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- [x] Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restri Delivery
- ☐ Signature Confirmatio
- ☐ Signature Confirmatio Restricted Delivery

2. Article Number (Transfer from service label)
9589 0710 5270 2512 5101 04

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Recei

BAY AREA COMMUNITY
SERVICES, INC.
390 40th Street
Oakland, CA 94609

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

9589 0710 5270 0211 5980 03

9589 0710 5270 0211 5980 03

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
☒ Return Receipt (hardcopy) $ _____
☐ Return Receipt (electronic) $ _____

Cleveland v. Bay Area

Postmark

BAY AREA COMMUNITY SERVICES HOUSING CORPORATION
390 40th Street
Oakland, CA 94609

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece,

BAY AREA COMMUNITY SERVICES HOUSING CORPORATION
390 40th Street
Oakland, CA 94609

2. Article Number (Transfer from service label) 9589 0710 5270 0211 5980 03

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

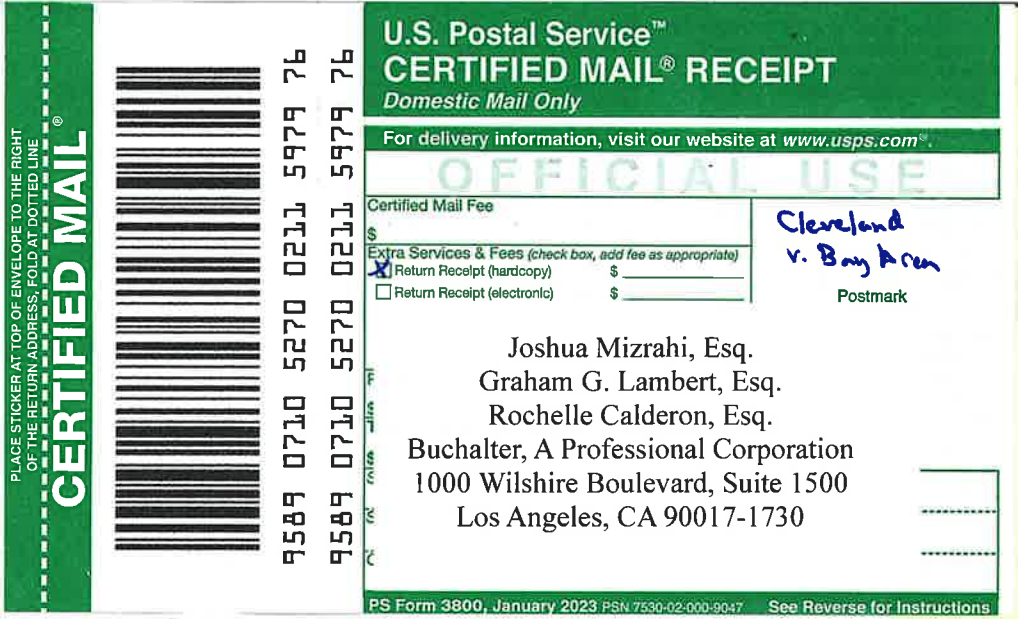
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail
☐ Mail Restricted Delivery
)0)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

BAY AREA COMMUNITY SERVICES HOUSING CORPORATION
390 40th Street
Oakland, CA 94609



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

9589 0710 5270 0211 5979 76

9589 0710 5270 0211 5979 76

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) $ _____
☐ Return Receipt (electronic) $ _____

Cleveland v. Bay Area

Postmark

Joshua Mizrahi, Esq.
Graham G. Lambert, Esq.
Rochelle Calderon, Esq.
Buchalter, A Professional Corporation
1000 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90017-1730

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Joshua Mizrahi, Esq.
Graham G. Lambert, Esq.
Rochelle Calderon, Esq.
Buchalter, A Professional Corporation
1000 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90017-1730

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5979 76

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail
☐ Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

Joshua Mizrahi, Esq.
Graham G. Lambert, Esq.
Rochelle Calderon, Esq.
Buchalter, A Professional Corporation
1000 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90017-1730

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860 Los Angeles, California 90067.

On **October 12, 2026,** I served the document described as **SECOND AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending [ ] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [ ] as stated on the attached service list:

Joshua Mizrahi
jmizrahi@buchalter.com
Graham Lambert
glambert@buchalter.com
Rochelle Calderon
rcalderon@buchalter.com
BUCHALTER
1000 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90017-1730

Attorneys for Defendants
BAY AREA COMMUNITY SERVICES, INC. and BAY AREA COMMUNITY HOUSING SERVICES CORPORATION

[ ] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

[ ] **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via OneLegal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **October 12, 2026,** at Los Angeles, California.

Sophia Flores
Type/Print Name

Signature