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 Superior Court of California
 County of Los Angeles
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David W. Slayton, Executive Officer / Clerk of Court

By: S. Drew Deputy

Attorneys for Plaintiff ROBERTO FRANCO FLORES,
 on behalf of himself and all others similarly situated

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

ROBERTO FRANCO FLORES, an individual,
 on behalf of himself and others similarly
 situated,

Plaintiff,

vs.

LAKESHORE LEARNING MATERIALS,
 LLC, a California limited liability company;
 LAKESHORE, a company of unknown form;
 LAKESHORE LEARNING CORPORATE, a
 company of unknown form; KORE1
 SOLUTIONS, LLC, a Nevada limited liability
 company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 26STCV21337

CLASS ACTION

Assigned for All Purposes To:

Hon. Elaine Lu

Dept.: 9

**FIRST AMENDED CLASS ACTION
 COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Failure to Pay for On-Call Time;
4. Failure To Provide Meal Periods Under Labor Code § 226.7;
5. Failure To Authorize and Permit Rest Periods Under Labor Code § 226.7;
6. Failure To Timely Furnish Accurate Itemized Wage Statements Under Labor Code § 226;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802;
10. Violation of Business & Professions Code § 17200 *et seq.*; and
11. Penalties under PAGA Labor Code § 2698.

DEMAND FOR JURY TRIAL

Original Complaint filed: July 7, 2026

Trial Date: None Set

1 Plaintiff ROBERTO FRANCO FLORES (hereinafter “Plaintiff”), on behalf of himself and
2 other similarly situated non-exempt employees employed by Defendants within the state of
3 California during the relevant time period (collectively, “Employees”; individually, “Employee”),
4 hereby files this Complaint asserting class and individual claims against Defendants
5 LAKESHORE LEARNING MATERIALS, LLC, a California limited liability company;
6 LAKESHORE, a company of unknown form; LAKESHORE LEARNING CORPORATE, a
7 company of unknown form; KORE1 SOLUTIONS, LLC, a Nevada limited liability company; and
8 DOES 1 to 50 (collectively referred to as “Defendants”). Plaintiff is informed and believes, and on
9 the basis of that information and belief, alleges as follows:

10 **INTRODUCTION**

11 1. Plaintiff is a resident of California and Los Angeles County, and during the time period
12 relevant to this Complaint, was employed by Defendants as a non-exempt hourly employee within
13 the State of California. Plaintiff was initially placed as a temporary employee of Defendants
14 LAKESHORE LEARNING MATERIALS, LLC; LAKESHORE; and LAKESHORE
15 LEARNING CORPORATE (collectively “LAKESHORE”) at their facilities in Carson, California
16 and within the County of Los Angeles. Upon information and belief, the LAKESHORE
17 Defendants operate out of several facilities in California and Defendant KORE1 SOLUTIONS,
18 LLC (“KORE1”) is a recruiting and temporary staffing company, which jointly employs
19 Employees it has placed at the LAKESHORE facilities. Later Plaintiff was employed directly by
20 LAKESHORE.

21 2. Plaintiff and the other similarly situated Employees of Defendants worked in Defendants’
22 facilities at Defendants’ behest and without being paid all wages due and without being provided
23 all their required meal periods and rest breaks. Upon information and belief, Plaintiff was
24 employed by Defendants and shared similar job duties and responsibilities, was subjected to the
25 same policies and practices, and endured similar violations at the hands of Defendants as the other
26 Employee Class members who served in similar and related positions at the LAKESHORE
27 facilities in California, including both those Employees who were directly hired by LAKESHORE
28 and those hired through KORE1 and placed with LAKESHORE.

1 3. Defendants failed to pay Plaintiff and the Employees in the Class for all their hours worked
2 and failed to record accurate times worked by these Employees, including by requiring off the
3 clock work, failed to pay them at the appropriate rates for all hours worked, failed to pay all wages
4 due and owing at termination or resignation, and provided Plaintiff and the Class members with
5 inaccurate wage statements that prevented them from learning of these unlawful pay practices.
6 Defendants also failed to provide Plaintiff and the Class with lawful meal and rest periods, as
7 Employees were required to remain under Defendants' control and take shortened or late or
8 interrupted meal periods and were not provided with the opportunity to take full uninterrupted and
9 duty-free rest periods and meal breaks, as required by the Labor Code and the applicable
10 paragraphs of the IWC Wage Orders.

11 4. Defendant LAKESHORE LEARNING MATERIALS, LLC ("LAKESHORE LLC") is a
12 California limited liability company which lists with the California Secretary of State its principal
13 executive offices at 2695 East Dominguez Street, Carson, California 90895. LAKESHORE LLC
14 is listed as Plaintiff's and Class Members' employer on Plaintiff's wage statements.
15 LAKESHORE LLC operates and maintains facilities in California, including in Carson,
16 California. Plaintiff and the Class members were employed by LAKESHORE at these facilities
17 throughout California, including in Los Angeles County.

18 5. Defendant LAKESHORE ("LAKESHORE LOGO") is a business of unknown form and is
19 on Plaintiff and Class members wage statements. LAKESHORE LOGO operates and maintains
20 facilities in California, including in Carson, California. Plaintiff and the Class members were
21 employed by LAKESHORE at these facilities throughout California, including in Los Angeles
22 County.

23 6. Defendant LAKESHORE LEARNING CORPORATE ("LAKESHORE CORPORATE")
24 is a business of unknown form and is the name of Plaintiff's jobsite location in Carson, California.
25 LAKESHORE CORPORATE operates and maintains facilities in California, including in Carson,
26 California. Plaintiff and the Class members were employed by LAKESHORE at these facilities
27 throughout California, including in Los Angeles County.

28 7. Defendants LAKESHORE, upon information and belief, employs Employee Class

1 members at its California facilities either directly or through temporary staffing agencies, such as
2 named Defendant KORE1, and KORE1, upon information and belief, employs and places certain
3 Employees in the Class, such as Plaintiff, at the LAKESHORE's facilities in California.

4 8. Defendant KORE1 SOLUTIONS, LLC ("KORE1") is a Nevada limited liability company
5 that lists with the California Secretary of State its principal executive offices at 36 Discovery, Ste.
6 220, Irvine, California 92618. "KORE1" is listed as an employer on documents provided to
7 Plaintiff and, upon information and belief other Class members, including Plaintiff's paystubs,
8 during the relevant time period that Plaintiff was employed with Defendants.

9 9. Upon information and belief, LAKESHORE hires Employees either directly or through
10 staffing agencies such as KORE1. Upon information and belief, LAKESHORE also maintains
11 control over key aspects of the employment of Plaintiff and the Class members, including
12 controlling their scheduled hours and working conditions, controlling when they receive meal
13 periods and rest breaks and when they are authorized to work overtime, and sets the policies and
14 practices which govern their employment. Although, for approximately one year, Plaintiff was
15 paid by and received wage statements from KORE1, it was an employer of Plaintiff along with
16 LAKESHORE, who jointly controlled the hours worked by Plaintiff and the Class members,
17 including by setting and controlling their wage rates and their daily working conditions and the
18 policies and practices that governed their daily employment. LAKESHORE did the same thing for
19 any Class members it hired directly (including Plaintiff) to work in its California facilities and for
20 Class members hired through other staffing agencies.

21 10. Additionally, under California Labor Code § 2810.3, LAKESHORE shares with KORE1,
22 and any other staffing agency it uses, in civil legal responsibility for all workers supplied to
23 LAKESHORE for their collective failure to pay all earned wages. California Labor Code § 2810.3
24 requires that "A client employer shall share with a labor contractor all civil legal responsibility and
25 civil liability for all workers supplied by that labor contractor for...the payment of wages." A
26 "labor contractor" (here, e.g., KORE1), is defined as "an individual or entity that supplies, either
27 with or without a contract, a client employer with workers to perform labor within the client
28 employer's usual course of business." "Client employer" (here LAKESHORE) is defined as "a

1 business entity, regardless of its form, that obtains or is provided workers to perform labor within
2 its usual course of business from a labor contractor.” Upon information and belief, Defendant
3 LAKESHORE are and have been a client employer within the definition of Labor Code § 2810.3
4 and shares with KORE1, the labor contractor, all civil legal responsibility and civil liability for
5 failure to pay all wages earned by Plaintiff and the Class Members.

6 11. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure
7 § 410.10 and California Business & Professions Code § 17203. This Action is brought as a Class
8 Action on behalf of similarly situated Employees of Defendants pursuant to California Code of
9 Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to
10 California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and
11 liabilities giving rise to this lawsuit occurred, at least in part in Los Angeles County, as Defendant
12 LAKESHORE operates facilities in Rutherford, California in Los Angeles County, which is also
13 where Plaintiff and the Class members were placed and worked by Defendants. Upon information
14 and belief, Defendant KORE1 also maintains offices and facilities in Los Angeles County and
15 throughout California and places Employees there. Defendants therefore employ Plaintiff and
16 other Class members in Los Angeles County and at all the other offices and facilities Defendants
17 maintain and operate throughout California, including in Los Angeles, California, and venue is
18 proper in Los Angeles County.

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

27 13. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all
28 respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a

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

10 **SUMMARY OF CLAIMS**

11 14. During the course of Plaintiff's and the Class members' employment with
12 Defendants, they were not paid all wages they were owed, including for all work performed
13 (resulting in "off the clock" work) and for all their overtime hours worked. This has resulted in
14 systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders.
15 Upon information and belief, Defendants employ other non-exempt, hourly Employees at their
16 facilities in California. Upon information and belief, Defendants' employment of Plaintiff and the
17 Class members is not governed under a collective bargaining agreement.

18 15. During Plaintiff's employment with Defendants during the relevant period, he provided
19 services as an IT Service Analyst and IT Management Analyst for Defendants' clients in Los
20 Angeles County. Plaintiff's job duties included taking care of IT-issue tickets, responding to texts
21 and telephone calls with customers; tracking company assets, ordering hardware, retail support,
22 and corporate support as directed by Defendants.

23 16. Plaintiff generally worked 50-80 hours per week, and five to six shifts per week.
24 Plaintiff's scheduled hours were generally from 9:30 a.m. to 6:00 p.m. in addition to multiple hours
25 of "on call time." Plaintiff was required by Defendants to endure substantial off-the-clock work
26 before and after his scheduled shift hours, and during his meal breaks, and was not paid for all his
27 hours worked at the regular rate and at the correct overtime rates. Defendants are engaged in the
28 business of providing educational materials to commercial and other customers throughout

1 California. During his employment, Plaintiff worked as a non-exempt employee assigned to
2 provide IT Services at locations designated by Defendants. At all relevant times, Plaintiff
3 performed his job duties at the direction and control of Defendants while IT services for
4 Defendants' clients.

5 17. With regard to Plaintiff and the Class Members, Defendants have committed the
6 following violations: Defendants' policy and practice of requiring systematic off-the-clock work
7 flowed directly from their unlawful policies and timekeeping procedures. Defendants required
8 Plaintiff to record his work time through Defendants' designated timekeeping application.
9 However, before Plaintiff was permitted to clock in and begin recording his work time; he was
10 required, during his "on call" time, to respond to customer Upon information and belief,
11 Defendants required Plaintiff to engage in this pre-shift work before recording the start of his
12 workday through Defendants' timekeeping application. As a result, Plaintiff regularly worked
13 uncompensated time under Defendants' control before clocking in, despite completing activities
14 required as a condition of accessing the worksite that were necessary to performing his assigned job
15 duties.

16 18. Additionally, Defendants failed to provide Plaintiff with all legally compliant,
17 uninterrupted, off-duty meal periods as required under California Law. Throughout Plaintiff's
18 employment, Defendants chronically understaffed the client locations to which Plaintiff was
19 assigned, leaving Plaintiff without adequate relief from co-workers to take uninterrupted, duty-free
20 meal periods. As a result, Plaintiff was frequently required to work through all or part of his meal
21 periods because no other employees were available to relieve him of his duties. Moreover, even
22 when Plaintiff was able to take a meal period, it was frequently interrupted because Plaintiff was
23 required to keep his work radio and personal cellphone on his person at all times.

24 19. During his meal periods, Plaintiff routinely received work-related communications,
25 including radio transmissions, telephone calls, text messages, and other communications from
26 supervisors requiring his attention and response. Defendants also maintained a policy and practice
27 prohibiting Plaintiff and the Class Members from leaving the worksite during their meal periods.
28 Consequently, Plaintiff was not fully relieved of all duty during his meal periods as required by

1 California law. Upon information and belief, Defendants nevertheless required Plaintiff to clock
2 out for meal periods despite continuing to perform work during those periods. In the event Plaintiff
3 did not clock out for a meal period, upon information and belief, Defendants automatically
4 deducted thirty (30) minutes from Plaintiff's recorded work time to create the appearance of a
5 facially compliant meal period, even though Plaintiff had not been provided with a timely,
6 uninterrupted, and duty-free meal period.

7 20. Moreover, Plaintiff regularly performed work after the conclusion of his scheduled
8 shifts and between assigned worksites without compensation. Specifically, Defendants required
9 Plaintiff to be "on call" and respond to customer calls and inquiries, and respond to management.
10 These activities were mandatory, performed at Defendants' behest and direction, and undertaken
11 for Defendants' benefit.

12 21. Furthermore, Defendants required Plaintiff to carry his personal cellphone with him at all
13 times, and Defendants exerted control over Employees during their unpaid meal periods, off-duty
14 rest breaks, and after work hours, to conduct work-related activities and complete their ongoing job
15 duties, including when responding to work-related communications. Upon information and belief,
16 other Employees of the Class were subjected to the same policies and practices uniformly applied
17 and implemented by Defendants.

18 22. Thus, Plaintiff worked more hours than he was scheduled and paid for, including hours
19 during his meal and rest breaks, which were consistently interrupted or missed due to heavy work
20 demands. Upon information and belief, other Employees of the Class were subjected to the same
21 policies and practices uniformly applied and implemented by Defendants.

22 23. Overtime hours were generally not allowed, but Plaintiff and the Class Members were
23 often compelled to work many regular and overtime hours off-the-clock and without
24 compensation, as addressed above. Plaintiff and the Class Members were therefore not paid for all
25 their hours worked at the required minimum, overtime, and double time wage rates due to
26 Defendants' uniformly applied and unlawful policy and practice of requiring them to work off the
27 clock and without pay. Upon information and belief, Defendants systematically miscalculated the
28 underlying regular rate for overtime and underpaid Plaintiff and the Class Members by failing to

1 include all forms of remuneration received in the regular rate, and neglecting to pay them at the
2 required overtime rates for all hours over eight in a work shift or over forty in a work week, and
3 all hours over twelve in a day at the required double time rate.

4 24. Therefore, from at least four years prior to the filing of this lawsuit and continuing
5 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
6 hours worked and failing to pay minimum wages for all time worked. Also, from at least four
7 years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent
8 policy or practice of failing to pay Employees overtime compensation at premium overtime rates
9 for all hours worked in excess of eight hours a day and/or forty hours a week and double-time
10 rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and
11 the corresponding sections of IWC Wage Orders. To the extent Defendants paid any overtime
12 premium wages for any hours worked by Plaintiff and the Class members, they failed to begin
13 paying it when owed due to post-shift off-the-clock work.

14 25. To the extent Defendants paid any overtime premium wages for any hours worked
15 by Plaintiff and the Class Members, they failed to begin paying it when owed due to off-the-clock
16 work pre-shift and during meal periods.

17 26. Defendants also required Employees to participate in an on-call schedule without
18 proper compensation. During on-call shifts, Plaintiff and Class members remained under the
19 control of Defendants while waiting for after-hours assignments to come in, and were thus
20 required to remain under Defendants' control and unable to engage in personal activities and use
21 such time as they chose to. While they were on-call, Defendants required Plaintiff and Class
22 members to maintain their personal cell phones on their person, required employees to work
23 wherever they were located.

24 27. During on-call time, Plaintiff and Class members cannot easily trade in their on-call
25 responsibilities with another employee because there may not be another worker available.
26 Plaintiff could not trade his on-call shift at all because the only available alternate worker was
27 already working their shift. Plaintiff was also not permitted to decline the assignment because he
28 was off the clock as doing so would result in a severe reprimand from his managers, including

1 termination, if he failed to timely respond.

2 28. Defendants failed to provide Plaintiff and the Class Members with all legally
3 required unpaid, off-duty meal periods, in violation of the applicable Wage Orders and the Labor
4 Code. At all relevant times, Defendants did not have a policy or practice which provided or
5 recorded all the legally required unpaid, off-duty meal periods or which authorized and permitted
6 all legally required paid, off-duty meal periods to Plaintiff and the Class Members.

7 29. Plaintiff and the Class Members were non-exempt employees who regularly
8 worked shifts in excess of five (5) hours and, on some occasions, shifts exceeding ten (10) hours.
9 Despite this, they were often required to do so without receiving a lawful and timely meal break or
10 were required to take shortened meal and rest breaks, or none at all, in order to keep up with work
11 demands and job duties and job requirements and pressure placed upon them by Defendants'
12 management. More specifically, Defendants required Plaintiff and the Class Members to perform
13 off-the-clock work in a manner that would impact their timing and ability to take meal periods,
14 including requiring them to respond to work-related calls, inquiries, and other demands during
15 breaks. These practices evidenced the control that Defendants exerted over Plaintiff and the Class
16 members and resulted in further systematic and ongoing meal period violations.

17 30. Additionally, Defendants would interrupt Plaintiff and the Class Members during
18 their meal periods in order to compel them to complete work tasks on time. To whatever extent
19 there was ever a schedule for meal periods, it went by the wayside quickly as there always seemed
20 to be management and work-related demands to attend to. This led to systematically late,
21 interrupted, shortened, missed, or on-duty meal periods. The excessive workloads, management
22 expectations, and constant job demands also contributed to Plaintiff and the Class Members
23 working through meal periods or not taking them or taking them late so work could be
24 accomplished or they were required to remain under Defendants' control during meal periods.
25 Upon information and belief, to whatever extent Defendants attempt to rely upon alleged meal
26 period waivers, they were either unenforceable and invalid or were otherwise not agreed to by
27 Plaintiff and the Class members.

28 31. Moreover, upon information and belief, Defendants maintained a policy and

1 practice of automatically deducting thirty (30) minute meal periods from Plaintiff's and the Class
2 Members' recorded work time regardless of whether a lawful meal period was actually provided.
3 As a result, Defendants' timekeeping records reflected facially compliant meal periods even when
4 Plaintiff and the Class Members worked through, missed, took late, or otherwise received
5 noncompliant meal periods. This in turn resulted in a systematic failure by Defendants to
6 accurately record and pay for all hours worked by Employees, including while they were under
7 Defendants' control or otherwise performing job duties during what were supposed to be duty-free
8 unpaid 30-minute meal periods.

9 32. Therefore, Defendants maintained policies and procedures that resulted in
10 systematic meal period violations throughout Plaintiff's employment. Defendants failed to provide
11 Plaintiff and the Class Members with all legally required off-duty, unpaid meal periods when they
12 worked shifts of more than five hours and/or failed to pay meal period penalties for missed meal
13 periods, as required by the applicable Wage Order(s) and Labor Code. To the extent Defendants
14 ever did pay Plaintiff a meal period premium, they failed to do so at the correct hourly rate of
15 compensation by miscalculating the regular rate and failing to include all forms of remuneration in
16 it. Upon information and belief, the other Class Members were subjected to similar unlawful
17 policies and practices and endured similar violations as Plaintiff at Defendants' hands.

18 33. For at least four years prior to the filing of this action and continuing through to the
19 present, Plaintiff and the Class Members were unable to take off duty meal breaks or were
20 otherwise not provided with the opportunity to take required breaks as required under the Labor
21 Code and Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff
22 and the Class Members were provided with a meal period, it was often untimely, interrupted, or
23 impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.
24 Given Defendants' policy and practice of altering timekeeping entries to reflect compliant meal
25 periods, and of inputting compliant meal period times and deducting 30 minutes for meal periods
26 Plaintiff was not provided, they also committed systematic record keeping violations by recording
27 inaccurate timekeeping entries for them. Additionally, Defendants also failed to pay Employees
28 "premium pay," i.e., one hour of wages at each Employee's effective regular rate of compensation

1 for each meal period that Defendants failed to provide or deficiently provided.

2 34. Defendants failed to authorize and permit Plaintiff and the Class Members to take
3 duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof.
4 Plaintiff and the other similarly situated Class Members were either not authorized permitted the
5 opportunity to take a rest break or were required to remain under Defendants' control and respond
6 to calls and instructions from management and job demands if and when they even attempted to
7 take one. Upon information and belief and given the control they exerted over Plaintiff and the
8 Class members during breaks, Defendants thus also failed to authorize and permit employees to
9 leave the premises during rest breaks, further evidencing Defendants' policy and practice of
10 requiring Plaintiff and the Class Members to remain under their control during required off-duty
11 rest break times.

12 35. Rest breaks were not scheduled, and during Plaintiff's entire employment with
13 Defendants, Plaintiff was permitted to take his rest breaks only when an unlikely break in his work
14 demands presented an opportunity. Therefore, Plaintiff was frequently compelled to skip out on
15 his legally entitled rest breaks to prioritize work tasks or cut rest breaks short or take them late to
16 comply with management and work-related demands, despite being entitled to receive at least two
17 paid, timely, uninterrupted, and duty-free ten-minute rest breaks during each of his work shifts.

18 36. Defendants' uniformly applied policies and practices thus resulted in untimely and
19 shortened or on-duty rest breaks if and when Plaintiff attempted to take one. Plaintiff and the Class
20 Members worked shifts of at least eight hours, which required at least two rest breaks, and
21 consistently worked shifts over ten hours, which required at least three rest breaks. Even on the
22 occasions when Defendants authorized and permitted Plaintiff to take a first rest break, he was
23 often forced to skip out on a second and/or a third break, and those that were provided were often
24 late and generally interrupted by job duties and requirements.

25 37. During rest periods, employers must relieve employees of all duties and relinquish
26 control over how employees spend their time. Plaintiff and the Class Members were and are under
27 Defendants' control when they are working through rest breaks and are unable to use their rest
28 break time as they saw fit. Defendants failed to provide rest breaks, but in the event that Plaintiff

1 attempted to take one, the rest breaks were either impermissibly shortened or untimely meal and
2 rest breaks to Plaintiff and the Class Members. Plaintiff and the Employees in the Class were thus
3 not authorized and permitted to take lawful rest periods, were systematically required by
4 Defendants to work through or during breaks, and were not provided with one hour's wages in lieu
5 thereof. They were required to remain on-duty during breaks or portions of their breaks, thus
6 making rest breaks either untimely or shortened and on-duty, and they were also prevented from
7 leaving the premises and otherwise were required to remain under Defendants' control during rest
8 breaks under Defendants' uniformly applied policies and practices. Defendants also failed to pay
9 Employees "premium pay," i.e., one hour of wages at each Employee's effective regular rate for
10 rest break violations.

11 38. Defendants have consistently failed to provide Plaintiff and the Class Members
12 with timely, accurate, and itemized wage statements, in writing, as required by California wage-
13 and-hour laws. More specifically, Defendants also failed to provide Plaintiff and the Class
14 Members with complete and accurate wage statements, as those provided failed to show, among
15 other things, the correct wages owed for time worked, including, allocation of lawfully required,
16 paid, and off-duty rest periods. California Labor Code § 226 provides that every employer shall
17 furnish each of his or her employees with an accurate itemized wage statement in writing showing,
18 among other things, gross wages earned and all applicable hourly rates in effect during the pay
19 period and the corresponding amount of time worked at each hourly rate. Upon information and
20 belief, the wage statements Defendants provided to Plaintiff and the Class Members failed to list
21 or to accurately list the wage rates or the hours worked at those rates during the pay period which
22 led to the calculated pay listed by Defendants without any further detail. In addition to derivative
23 violations, Defendants also committed facial violations of Labor Code § 226 by providing wage
24 statements to Class Members that failed to show or otherwise list and comply with the specific
25 requirements of Labor Code §§ 226(a)(1) through 226(a)(9).

26 39. Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately
27 reporting total hours worked and total wages earned by Plaintiff and the Class Members, along
28 with the appropriate applicable rates, among other requirements. Upon information and belief,

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

6 40. Defendants required Plaintiff and the Class Members to work off-the-clock without proper
7 compensation, including time worked after clocking out of shifts or during meal, rest, and
8 recovery periods, thereby resulting in unlawful on-duty meal and rest periods. Defendants also
9 failed to pay all overtime premium wages owed for work performed during a work shift and a
10 workweek, as alleged above, and required systematic off the clock work while also time shaving
11 and failing to accurately report all hours worked. As a result, Defendants maintained a uniform
12 and consistent policy and practice of failing to timely pay all wages owed to Plaintiff and Class
13 Members, in violation of California wage-and-hour laws, including Labor Code § 204.

14 41. Defendants have followed a uniform and consistent policy of failing to pay all wages owed
15 to Plaintiff and other similarly situated Employees at the time of their termination or within
16 seventy-two (72) hours of their resignation, as required by California wage-and-hour laws. In view
17 of the above addressed violations, Defendants have also failed to pay all wages owed to Plaintiff
18 and the Class members at termination or twice monthly in accordance with the requirements of
19 Labor Code § 201-204.

20 42. From at least four years prior to the filing of this lawsuit and continuing to the present,
21 Defendants have regularly required Plaintiff and the Class Members to incur necessary business
22 expenses in the course of performing their required job duties without reimbursement. These
23 expenses included the use of personal cell phones for work-related activities, such as
24 communications with management, as required by Defendants. Additionally, Defendants required
25 Plaintiff and the Class Members to use their personal vehicles for work-related travel, including
26 travel between assigned client locations and worksites, without fully reimbursing them for the
27 mileage incurred. Defendants also required Plaintiff and the Class Members to purchase and
28 maintain internet service at their homes to provide on-call work. Defendants were required to

1 reimburse Plaintiff and the Class Members for all necessary work-related expenditures pursuant to
2 Labor Code § 2802, but they systematically failed to do so.

3 43. Through their violations of the Labor Code and other unfair, unlawful, and fraudulent
4 practices alleged in this Complaint, Defendants have obtained and enjoyed benefits at the expense
5 of Plaintiff and the Class Members. Thus, Plaintiff and the Class Members seek injunctive relief,
6 restitution, and disgorgement of all such benefits pursuant to Business and Professions Code §§
7 17200-17208.

8 44. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
9 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.2,
10 226.4, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198,
11 1198.5, 1199, 2802, 2698 *et seq.* Business & Professions Code § 17200 *et seq.*, and California
12 Code of Regulations, Title 8, section 11000 *et seq.*

13 45. As the employers of Employees, Defendants, and each of them, exercised control over the
14 wages, hours or working conditions of Employees, created and implemented the policies and
15 practices that governed the employment of Plaintiff and the Class Members and dictated their job
16 duties and responsibilities, or otherwise suffered or permitted Plaintiff and the other Employee
17 Class Members to work, or engaged them, thereby creating a common law employment
18 relationship with the Employee Class Members. Therefore, Defendants, and each of them,
19 employed or jointly employed the Employee Class Members.

20 **CLASS ACTION ALLEGATIONS**

21 46. Code of Civil Procedure § 382 provides in pertinent part, “[W]hen the question is one of a
22 common or general interest, of many persons, or when the parties are numerous, and it is
23 impracticable to bring them all before the court, one or more may sue or defend for the benefit of
24 all.” Plaintiff brings this suit as a class action under Code of Civil Procedure § 382.

25 47. Plaintiff seeks to represent a Class (or “the Class” or “Class Members”) defined as follows:
26 “All individuals employed by Defendants at any time during the period of four (4) years prior to
27 the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”), and
28 who have been employed as non-exempt employees within the State of California.” This includes

those employed as IT workers, office workers, including other employees providing educational support services, and those in similar and related positions at Defendants' California facilities and those of their customers. Further, Plaintiff will seek to represent and certify the putative Classes currently composed of and defined as follows:

- a. Class 1. Minimum Wages Class. All Class members who were subjected to Defendants' policies and practices regarding the payment of minimum wages as specifically described herein.
- b. Class 2. Overtime Class. All Class members who were subjected to Defendants' policies and practices regarding the payment of overtime wages as specifically described herein.
- c. Class 3. On-Call Class: All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week while they were on-call.
- d. Class 4. Meal Period Class. All Class members who were subjected to Defendants' policies and practices regarding meal periods as specifically described herein
- e. Class 5. Rest Period Class. All Class members who were subjected to Defendants' policies and practices regarding paid rest periods as specifically described herein.
- f. Class 6. Wage Statement Class. All Class members who were subjected to Defendants' policies and practices regarding itemized wage statements as specifically described herein.
- g. Class 7. Failure to Timely Pay Class. All Class members who were subject to Defendants' policy and practice of not timely paying all wages earned when they were due and payable at least twice monthly.
- h. Class 8. Termination Pay Class. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.
- i. Class 9. Unauthorized Deductions from Wages Class. All Class

members who were subjected to Defendants' policies and practices regarding wage deductions as specifically described herein.

j. Class 10. Expense Reimbursement Class. All Class members who were subjected to Defendants' policies and practices regarding business expense reimbursement as specifically described herein.

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

48. The Minimum Wage Class, Overtime Class, On-Call Class, Meal Period Class, Rest Period Class, Wage Statement Class, Failure to Timely Pay Class, Termination Pay Class, Unauthorized Deductions from Wages Class, Expense Reimbursement Class, and UCL Class are herein collectively referred to as the "Classes."

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

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

A. Numerosity

51. The potential quantity of members of the Class as defined are so numerous that joinder of all the Class members is unfeasible and impracticable. The disposition of the claims of the members of the Classes through this class action will benefit both the parties and this Court. The precise quantity of the members of the Classes is unknown to Plaintiff at this time. However, Plaintiff is informed and believes that Defendants employ or, during the time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the Class definitions within the State of California. Plaintiff asserts that the quantity and identity of such membership is readily

ascertainable via inspection of Defendants' employment records.

B. Commonality

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

- a. Whether Defendants failed to pay Employees minimum wages, including for all hours worked;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;
- e. Whether Defendants failed to compensate Employees for on-call time;
- f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- g. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or cooldown periods or provide premium pay in lieu thereof;
- h. Whether Defendants' conduct was willful;
- i. Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements and wage statements that omitted many of the Section 226(a) requirements;

- j. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- l. Whether Defendants violated Labor Code § 221;
- m. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees;
- n. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- o. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*;
- p. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- q. Whether the members of the Classes are entitled to injunctive relief;
- r. Whether the members of the Classes are entitled to restitution;
- s. Whether Defendants are liable for attorneys' fees and costs;
- t. Whether KORE1 should share with LAKESHORE responsibility for all workers placed at LAKESHORE's California facilities under California Labor Code § 2810.3; and
- u. Whether each member of the Classes might be required to ultimately justify an individual claim does not preclude maintenance of a class action.

C. Typicality

53. The claims of the named Plaintiff are typical of the claims of all members of the Classes he seeks to represent because all members of the Classes sustained injuries and damages arising out of and caused by Defendants' common course of conduct and uniformly applied policies in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims, including, but not limited to, unpaid off-the-clock work, and meal and rest break violations that he was required to endure are typical of those of the other members of the Classes.

D. Adequacy of Representation

54. Plaintiff is an adequate representative of the Classes he seeks to represent, will fairly and

adequately protect the interests of the members of the Classes, has no interests antagonistic to those members, and will vigorously prosecute this action through attorneys who are competent, skilled, and experienced in litigating matters of this type.

E. Superiority of Class Action

55. The nature of this action and the nature of the laws available to Plaintiff make the class action format particularly efficient and the appropriate procedural mechanism to afford relief for the wrongs alleged herein. California has a strong public policy favoring the use of the class action device, especially where it promotes judicial economy and access to justice.

56. By allowing the claims of many individuals to be resolved in a single proceeding, a class action eliminates the possibility of repetitious litigation and provides a meaningful method of redress for claimants whose individual damages may be too small to justify separate lawsuits. This case involves large corporate Defendants and numerous individual Class members asserting relatively small claims that arise from common questions of law and fact.

57. If each member of the Classes was required to file an individual lawsuit, Defendants would gain an unconscionable advantage because Defendants would be able to exploit their vastly superior financial and legal resources and overwhelm the limited resources of each individual member of the Classes. Requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by members of the Classes who would be disinclined to pursue a lawsuit against Defendants because of an appreciable and justifiable fear of retaliation and permanent harm to their lives, careers, and well-being.

58. The proof of Defendants' common business practices and uniform factual patterns experienced by the members of the Classes is representative of the Classes and will establish each Class member's right to recover on the causes of action alleged herein.

59. Absent class treatment, the prosecution of separate actions would create a substantial risk of duplicative proceedings in which individual plaintiffs would present the same or similar arguments, evidence, and expert testimony. It would also result in a multiplicity of trials at enormous expense both the parties and the judicial system, as well as inconsistent or varying adjudications with respect to individual members of the Classes against Defendants. Moreover, it

1 could lead to incompatible standards of conduct for Defendants, and conflicting legal
2 determinations with respects to individual members of the Classes, which would, as a practical
3 matter, be dispositive the interest of the other members of the Classes who are not parties to the
4 adjudications or which would substantially impair or impede the ability of the members of the
5 Classes to protect their interests.

6 60. Moreover, the individual claims of the members of the Classes are not sufficiently large
7 enough to warrant vigorous individual prosecution when considering all of the concomitant costs
8 and expenses attendant thereto. Courts routinely fashion methods to manage individual questions
9 when seeking to preserve efficiencies and other benefits of class actions. Nevertheless, the
10 Supreme Court of California has expressly urged trial courts to employ innovative procedural
11 tools to certify and manage class actions, consistent with their obligation to ensure that such
12 actions remain fair, efficient, and manageable.

13 **FIRST CAUSE OF ACTION**
14 **FAILURE TO PAY MINIMUM WAGES**
15 **(Against All Defendants)**

16 61. Plaintiff incorporates by reference and realleges each and every one of the allegations
17 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

18 62. Labor Code § 510(a) states in pertinent part, “Any work in excess of eight hours in
19 one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at
20 the rate of no less than one and one-half times the regular rate of pay for any employee.”

21 63. Labor Code § 1182.12 provides the statewide minimum wage in California.

22 64. Labor Code § 1194(a) states, “Notwithstanding any agreement to work for a lesser
23 wage, any employee receiving less than the legal minimum wage or the legal overtime
24 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
25 of the full amount of this minimum wage or overtime compensation, including interest thereon,
26 reasonable attorney’s fees, and costs of suit.”

27 65. Further, under Labor Code § 1197, payment of less than the minimum wage fixed
28 by the Labor Commission is unlawful.

1 66. Under Labor Code § 1198, it is unlawful to employ persons for longer than the
2 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage
3 Order(s).

4 67. Under the IWC Wage Order(s), Defendants are required to pay the members of the
5 Minimum Wage Class for all hours worked, meaning the time during which an employee is
6 subject to the control of an employer, including all the time the employee is suffered or permitted
7 to work, whether or not required to do so.

8 68. Defendants, as a matter of established company policy and procedures, and at each
9 and every job site and facility owned and/or operated by Defendants, consistently administered
10 uniform company-wide pay policies and practices applicable to the members of the Minimum
11 Wage Class, including, but not limited to, the following:

12 a. Requiring the members of the Minimum Wage Class to engage in off-the-clock
13 work before being allowed to clock in for the start of their shifts;

14 b. Requiring the members of the Minimum Wage Class to engage in off-the-clock
15 work-related tasks after clocking out for the end of their shifts; and

16 c. Requiring the members of the Minimum Wage Class to engage in off-the-clock
17 work-related tasks during their meal periods;

18 69. As such, Defendants scheduled to work and/or required the members of the
19 Minimum Wage Class to work without paying for all time they were under Defendants' control.
20 Because Defendants required the members of the Wage Class to remain under Defendants' control
21 without paying therefore, this resulted in the members of the Wage Class earning less than the
22 legal minimum wage in the State of California.

23 70. Defendants' pattern, practice and uniform administration of corporate policy
24 regarding illegal employee compensation as described herein is unlawful and creates an
25 entitlement, under Labor Code § 218, to recovery by Plaintiff and the members of the Wage Class,
26 in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the
27 appropriate rate.

28 71. Further, Defendants' pattern and practice in uniform administration of corporate

1 policy regarding Defendants' failure to pay the legal minimum wage to the members of the Wage
2 Class as described herein is unlawful and creates entitlement, under Labor Code § 1194(a), to
3 recovery by the members of the Wage Class, in a civil action, for the unpaid balance of the full
4 amount of the unpaid minimum wages owed, calculated as the difference between the straight time
5 compensation paid and the applicable minimum wage, including interest thereon.

6 72. Under Labor Code § 1194.2(a) (which provides that in any action under Labor
7 Code § 1194, an employee shall be entitled to recover liquidated damages), the members of the
8 Wage Class seek recovery of liquidated damages in an amount equal to the wages unlawfully
9 unpaid and interest thereon.

10 73. That calculation of individual damages for the members of the Wage Class may at
11 some point be required does not foreclose the possibility of taking common evidence on questions
12 regarding their entitlement to overtime compensation.

13 74. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the members of
14 the Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

15 75. Additionally, under California Labor Code § 2810.3, LAKESHORE shares with
16 KORE1, and any other staffing agency it uses, in civil legal responsibility for all workers supplied to
17 LAKESHORE for their collective failure to pay all earned wages. California Labor Code § 2810.3
18 requires that "A client employer shall share with a labor contractor all civil legal responsibility and
19 civil liability for all workers supplied by that labor contractor for...the payment of wages." A "labor
20 contractor" (here, e.g., KORE1) is defined as "an individual or entity that supplies, either with or
21 without a contract, a client employer with workers to perform labor within the client employer's
22 usual course of business." "Client employer" (here LAKESHORE) is defined as "a business entity,
23 regardless of its form, that obtains or is provided workers to perform labor within its usual course of
24 business from a labor contractor." Upon information and belief, Defendant LAKESHORE is and has
25 been a client employer within the definition of Labor Code § 2810.3 and shares with KORE1, the
26 labor contractor, all civil legal responsibility and civil liability for the payment of all wages earned
27 by Plaintiffs and the Class Members. LAKESHORE is a joint employer of Plaintiff and some of the
28 Class Members with KORE1, including for the reasons set forth above. LAKESHORE also directly

1 hires some Class members, including Plaintiff, who were subject to similar policies and practices as
2 those Employees placed with LAKESHORE by KORE1.

3 76. Under Labor Code §§ 218.5 and/or 1194, the members of the Wage Class request
4 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

5 **SECOND CAUSE OF ACTION**
6 **FAILURE TO PAY OVERTIME WAGES**
7 **(Against All Defendants)**

8 77. Plaintiff incorporates by reference and realleges each and every one of the
9 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
10 forth herein.

11 78. Labor Code § 510(a) states in pertinent part: "Any work in excess of eight hours in
12 one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at
13 the rate of no less than one and one-half times the regular rate of pay for any employee."

14 79. Labor Code § 1194(a) states: "Notwithstanding any agreement to work for a lesser
15 wage, any employee receiving less than the legal minimum wage or the legal overtime
16 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
17 of the full amount of this minimum wage or overtime compensation, including interest thereon,
18 reasonable attorney's fees, and costs of suit."

19 80. Under Labor Code § 1198, it is unlawful to employ persons for longer than the
20 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage
21 Order(s).

22 81. Defendants, as a matter of established company policy and procedure, at each and
23 every one of the individual facilities owned and/or operated by Defendants, consistently:

- 24 a. Administered a uniform company policy and practice as to the pay policies
25 regarding Plaintiff and the members of the Overtime Class; and
26 b. Scheduled to work and in fact required Plaintiff and the members of the Overtime
27 Class to work in excess of eight hours per workday and/or in excess of 40 hours per
28 workweek without paying overtime compensation for all hours they were under

Defendants' control.

82. Defendants' pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement, under Labor Code § 218 and Labor Code § 1194(a), to recovery by the members of the Overtime Class, in a civil action, for the unpaid balance of the full amount of the overtime premiums owing.

83. That calculation of individual damages for the members of the Overtime Class may at some point be required does not foreclose the possibility of taking common evidence on questions regarding their entitlement to overtime compensation.

84. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the members of the Overtime Class seek recovery of pre-judgment interest on all amounts recovered herein.

85. Additionally, under California Labor Code § 2810.3, LAKESHORE shares with KORE1, and any other staffing agency it uses, in civil legal responsibility for all workers supplied to LAKESHORE for their collective failure to pay all earned wages. California Labor Code § 2810.3 requires that "A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for...the payment of wages." A "labor contractor" (here, e.g., KORE1) is defined as "an individual or entity that supplies, either with or without a contract, a client employer with workers to perform labor within the client employer's usual course of business." "Client employer" (here LAKESHORE) is defined as "a business entity, regardless of its form, that obtains or is provided workers to perform labor within its usual course of business from a labor contractor." Upon information and belief, Defendant LAKESHORE is and has been a client employer within the definition of Labor Code § 2810.3 and shares with KORE1, the labor contractor, all civil legal responsibility and civil liability for the payment of all wages earned by Plaintiffs and the Class Members. LAKESHORE is a joint employer of Plaintiff and some of the Class Members with KORE1, including for the reasons set forth above. LAKESHORE also directly hires some Class members, including Plaintiff, who were subject to similar policies and practices as those Employees placed with LAKESHORE by KORE1.

86. Under Labor Code §§ 218.5 and/or 1194, the members of the Overtime Class

1 request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

2 **THIRD CAUSE OF ACTION**

3 **FAILURE TO PROVIDE ON-CALL PAY**

4 **(Against All Defendants)**

5 87. Plaintiff incorporates by reference and realleges each and every one of the
6 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
7 forth herein.

8 88. Plaintiff generally worked 50-80 hours per week, and five to six shifts per week.
9 Plaintiff's scheduled hours were generally from 9:30 a.m. to 6:00 p.m. in addition to multiple hours
10 of "on call time." Plaintiff was required by Defendants to endure substantial off-the-clock work
11 before and after his scheduled shift hours, and during his meal breaks, and was not paid for all his
12 hours worked at the regular rate and at the correct overtime rates. Defendants are engaged in the
13 business of providing educational materials to commercial and other customers throughout
14 California. During his employment, Plaintiff worked as a non-exempt employee assigned to
15 provide IT Services at locations designated by Defendants. At all relevant times, Plaintiff
16 performed his job duties at the direction and control of Defendants while IT services for
17 Defendants' clients.

18 89. With regard to Plaintiff and the Class Members, Defendants have committed the
19 following violations: Defendants' policy and practice of requiring systematic off-the-clock work
20 flowed directly from their unlawful policies and timekeeping procedures. Defendants required
21 Plaintiff to record his work time through Defendants' designated timekeeping application.
22 However, before Plaintiff was permitted to clock in and begin recording his work time; he was
23 required, during his "on call" time, to respond to customer Upon information and belief,
24 Defendants required Plaintiff to engage in this pre-shift work before recording the start of his
25 workday through Defendants' timekeeping application. As a result, Plaintiff regularly worked
26 uncompensated time under Defendants' control before clocking in, despite completing activities
27 required as a condition of accessing the worksite that were necessary to performing his assigned job
28 duties.

1 90. Moreover, Plaintiff regularly performed work after the conclusion of his scheduled
2 shifts and between assigned worksites without compensation. Specifically, Defendants required
3 Plaintiff to be “on call” and respond to customer calls and inquiries, and respond to management.
4 These activities were mandatory, performed at Defendants’ behest and direction, and undertaken
5 for Defendants’ benefit.

6 91. Furthermore, Defendants required Plaintiff to carry his personal cellphone with him at all
7 times, and Defendants exerted control over Employees during their unpaid meal periods, off-duty
8 rest breaks, and after work hours, to conduct work-related activities and complete their ongoing job
9 duties, including when responding to work-related communications. Upon information and belief,
10 other Employees of the Class were subjected to the same policies and practices uniformly applied
11 and implemented by Defendants.

12 92. Thus, Plaintiff worked more hours than he was scheduled and paid for, including hours
13 during his meal and rest breaks, which were consistently interrupted or missed due to heavy work
14 demands. Upon information and belief, other Employees of the Class were subjected to the same
15 policies and practices uniformly applied and implemented by Defendants.

16 93. Overtime hours were generally not allowed, but Plaintiff and the Class Members were
17 often compelled to work many regular and overtime hours off-the-clock and without
18 compensation, as addressed above. Plaintiff and the Class Members were therefore not paid for all
19 their hours worked at the required minimum, overtime, and double time wage rates due to
20 Defendants’ uniformly applied and unlawful policy and practice of requiring them to work off the
21 clock and without pay. Upon information and belief, Defendants systematically miscalculated the
22 underlying regular rate for overtime and underpaid Plaintiff and the Class Members by failing to
23 include all forms of remuneration received in the regular rate, and neglecting to pay them at the
24 required overtime rates for all hours over eight in a work shift or over forty in a work week, and
25 all hours over twelve in a day at the required double time rate.

26 94. Additionally, under California Labor Code § 2810.3, LAKESHORE shares with KORE1,
27 and any other staffing agency it uses, in civil legal responsibility for all workers supplied to
28 LAKESHORE for their collective failure to pay all earned wages. California Labor Code § 2810.3

1 requires that “A client employer shall share with a labor contractor all civil legal responsibility and
2 civil liability for all workers supplied by that labor contractor for...the payment of wages.” A “labor
3 contractor” (here, e.g., KORE1) is defined as “an individual or entity that supplies, either with or
4 without a contract, a client employer with workers to perform labor within the client employer's
5 usual course of business.” “Client employer” (here LAKESHORE) is defined as “a business entity,
6 regardless of its form, that obtains or is provided workers to perform labor within its usual course of
7 business from a labor contractor.” Upon information and belief, Defendant LAKESHORE is and has
8 been a client employer within the definition of Labor Code § 2810.3 and shares with KORE1, the
9 labor contractor, all civil legal responsibility and civil liability for the payment of all wages earned
10 by Plaintiffs and the Class Members. LAKESHORE is a joint employer of Plaintiff and some of the
11 Class Members with KORE1, including for the reasons set forth above. LAKESHORE also directly
12 hires some Class members, including Plaintiff, who were subject to similar policies and practices as
13 those Employees placed with LAKESHORE by KORE1.

14 95. Under Labor Code § 218.5, the members of the On-Call Class request that the Court award
15 reasonable attorneys’ fees and costs incurred by them in this action.

16 **FOURTH CAUSE OF ACTION**

17 **FAILURE TO AUTHORIZE AND PERMIT MEAL PERIODS**

18 **(Against All Defendants)**

19 96. Plaintiff incorporates by reference and realleges each and every one of the allegations
20 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

21 97. Labor Code § 226.7(b) provides that “An employer shall not require an employee to work
22 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
23 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and
24 Health Standards Board, or the Division of Occupational Safety and Health.”

25 98. Labor Code § 512 provides that “An employer may not employ an employee for a work
26 period of more than five hours per day without providing the employee with a meal period of not
27 less than 30 minutes, except that if the total work period per day of the employee is no more than
28 six hours, the meal period may be waived by mutual consent of both the employer and employee.

1 An employer may not employ an employee for a work period of more than 10 hours per day
2 without providing the employee with a second meal period of not less than 30 minutes, except that
3 if the total hours worked is no more than 12 hours, the second meal period may be waived by
4 mutual consent of the employer and the employee only if the first meal period was not waived.”

5 99. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or amend
6 working condition orders with respect to break periods, meal periods, and days of rest for any
7 workers in California consistent with the health and welfare of those workers.”

8 100. Section 11(C) of the IWC Wage Orders provides “Unless the employee is relieved
9 of all duty during a 30 minute meal period, the meal period shall be considered an ‘on duty’ meal
10 period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the
11 nature of the work prevents an employee from being relieved of all duty and when by written
12 agreement between the parties an on-the-job paid meal period is agreed to. The written agreement
13 shall state that the employee may, in writing, revoke the agreement at any time.”

14 101. Section 11(D) of the IWC Wage Order(s) provides “If an employer fails to provide
15 an employee a meal period in accordance with the applicable provisions of this order, the
16 employer shall pay the employee 1 hour of pay at the employee’s regular rate of compensation for
17 each workday that the meal period is not provided.”

18 102. On one or more occasions, the members of the Meal Period Class worked over five
19 hours per shift and therefore were entitled to an uninterrupted meal period of not less than 30
20 minutes prior to exceeding five hours of employment. Further, the members of the Meal Period
21 Class did not validly or legally waive their meal periods, by mutual consent with Defendants or
22 otherwise. Additionally, the members of the Meal Period Class did not enter into any written
23 agreement with Defendants agreeing to an on-duty paid meal period.

24 103. As a matter of Defendants’ established company policy, Defendants failed to
25 always comply with the meal period requirements established by Labor Code §§ 226.7, 512, and
26 516, and Section 11 of the IWC Wage Order(s) by failing to always provide the members of the
27 Meal Period Class with a first and in some cases a second legally compliant meal period.

28 104. Under Section 11(D) of the IWC Wage Order(s) and Labor Code § 226.7(c) which

1 states “If an employer fails to provide an employee a meal or rest or recovery period in accordance
2 with a state law, including, but not limited to, an applicable statute or applicable regulation,
3 standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health
4 Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the
5 employee one additional hour of pay at the employee's regular rate of compensation for each
6 workday that the meal or rest or recovery period is not provided.” Plaintiff and the members of
7 the Meal Period Class are entitled to damages in an amount equal to one (1) additional hour of pay
8 at each employee’s regular rate of compensation for each work day that the meal period was not
9 provided, in a sum to be proven at trial.

10 105. Additionally, under California Labor Code § 2810.3, LAKESHORE shares with
11 KORE1, and any other staffing agency it uses, in civil legal responsibility for all workers supplied to
12 LAKESHORE for their collective failure to pay all earned wages. California Labor Code § 2810.3
13 requires that “A client employer shall share with a labor contractor all civil legal responsibility and
14 civil liability for all workers supplied by that labor contractor for...the payment of wages.” A “labor
15 contractor” (here, e.g., KORE1) is defined as “an individual or entity that supplies, either with or
16 without a contract, a client employer with workers to perform labor within the client employer's
17 usual course of business.” “Client employer” (here LAKESHORE) is defined as “a business entity,
18 regardless of its form, that obtains or is provided workers to perform labor within its usual course of
19 business from a labor contractor.” Upon information and belief, Defendant LAKESHORE is and has
20 been a client employer within the definition of Labor Code § 2810.3 and shares with KORE1, the
21 labor contractor, all civil legal responsibility and civil liability for the payment of all wages earned
22 by Plaintiffs and the Class Members. LAKESHORE is a joint employer of Plaintiff and some of the
23 Class Members with KORE1, including for the reasons set forth above. LAKESHORE also directly
24 hires some Class members, including Plaintiff, who were subject to similar policies and practices as
25 those Employees placed with LAKESHORE by KORE1.

26 106. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Meal Period
27 Class seek recovery of pre-judgment interest on all amounts recovered herein.

28 //

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

3 **(Against All Defendants)**

4 107. Plaintiff incorporates by reference and realleges each and every one of the
5 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
6 forth herein.

7 108. Labor Code § 226.7(b) provides, “An employer shall not require an employee to
8 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
9 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
10 Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

11 109. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or
12 amend working condition orders with respect to break periods, meal periods, and days of rest for
13 any workers in California consistent with the health and welfare of those workers.”

14 110. Section 12(A) of the IWC Wage Order(s) states, “Every employer shall authorize
15 and permit all employees to take rest periods, which insofar as practicable shall be in the middle of
16 each work period. The authorized rest period time shall be based on the total hours worked daily at
17 the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a
18 rest period need not be authorized for employees whose total daily work time is less than three and
19 one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there
20 shall be no deduction from wages.”

21 111. In *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269, the California
22 Supreme Court held that “during rest periods employers must relieve employees of all duties and
23 relinquish control over how employees spend their time.” The court further noted that employees
24 must be free to “[take a] brief walk,” or “take care of other personal matters...” (*Id.* at p. 270.)

25 112. Section 12(B) of the IWC Wage Order(s) states, “If an employer fails to provide an
26 employee a rest period in accordance with the applicable provisions of this order, the employer
27 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
28 workday that the rest period is not provided.”

1 113. The members of the Rest Period Class sometimes worked over four hours per shift.
2 Further, the members of the Rest Period Class sometimes worked over six hours per shift and in
3 some cases over 10 hours per shift.

4 114. The members of the Rest Period Class are entitled to a rest period of not less than
5 10 minutes for every four hours of work or major fraction thereof.

6 115. As a matter of Defendants' established company policy, Defendants failed to
7 always authorize and permit legally compliant rest periods. Defendants did not authorize and
8 permit rest periods for shifts every four hours or major fraction thereof, failed to relinquish control
9 over how employees spent their break time, required the members of the Rest Period Class to carry
10 personal cellphones, prevented the members of the Rest Period Class from taking uninterrupted rest
11 periods, exerted coercion against the taking of legally protected breaks, and/or forbid members of
12 the Rest Period Class from leaving Defendants' facilities.

13 116. Section 12 of the IWC Wage Order(s) and Labor Code § 226.7(b) instructs that "if
14 an employer fails to provide an employee a meal or rest period in accordance with an applicable
15 order of the Industrial Welfare Commission, the employer shall pay the employee one additional
16 hour of pay at the employee's regular rate of compensation for each work day that the meal or rest
17 period is not provided," the members of the Rest Period Class are entitled to damages in an amount
18 equal to one (1) additional hour of pay at each employee's regular rate of compensation for each
19 work day that one or more rest periods were not so provided.

20 117. Additionally, under California Labor Code § 2810.3, LAKESHORE shares with
21 KORE1, and any other staffing agency it uses, in civil legal responsibility for all workers supplied to
22 LAKESHORE for their collective failure to pay all earned wages. California Labor Code § 2810.3
23 requires that "A client employer shall share with a labor contractor all civil legal responsibility and
24 civil liability for all workers supplied by that labor contractor for...the payment of wages." A "labor
25 contractor" (here, e.g., KORE1) is defined as "an individual or entity that supplies, either with or
26 without a contract, a client employer with workers to perform labor within the client employer's usual
27 course of business." "Client employer" (here LAKESHORE) is defined as "a business entity,
28 regardless of its form, that obtains or is provided workers to perform labor within its usual course of

business from a labor contractor.” Upon information and belief, Defendant LAKESHORE is and has been a client employer within the definition of Labor Code § 2810.3 and shares with KORE1, the labor contractor, all civil legal responsibility and civil liability for the payment of all wages earned by Plaintiffs and the Class Members. LAKESHORE is a joint employer of Plaintiff and some of the Class Members with KORE1, including for the reasons set forth above. LAKESHORE also directly hires some Class members, including Plaintiff, who were subject to similar policies and practices as those Employees placed with LAKESHORE by KORE1.

118. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Rest Period Class seek recovery of pre-judgment interest on all amounts recovered herein.

SIXTH CAUSE OF ACTION

FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(Against All Defendants)

119. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

120. Labor Code § 226(a) states in pertinent part, “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid... (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period and the corresponding number of hours worked at each hourly rate by the employee....”

121. Further, the IWC Wage Orders § 7(A) states in pertinent part, “(A) Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the

1 payroll period and applicable rates of pay....”

2 122. Therefore, under Labor Code § 226(a) and the IWC Wage Orders § 7(A),
3 California employers are required to maintain accurate records pertaining to the total hours
4 worked for Defendants by the members of the Wage Statement Class, including but not limited to,
5 beginning and ending of each work period, meal period and split shift interval, the total daily
6 hours worked, and the total hours worked per pay period and applicable rates of pay.

7 123. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage
8 Orders § 7(A), Defendants did not and still do not furnish each of the members of the Wage
9 Statement Class with an accurate itemized statement in writing showing (1) gross wages earned,
10 (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or (5) all
11 applicable hourly rates in effect during each respective pay period and the corresponding number
12 of hours worked at each hourly rate by each respective individual.

13 124. As set forth herein in prior causes of action, Defendants failed to pay the members
14 of the Wage Statement Class all wages due and owing.

15 125. As a result of this failure to pay wages and as a pattern and practice in violation of
16 Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants knowingly and intentionally
17 failed to furnish accurate wage statements to the members of the Wage Statement Class, including,
18 but not limited to, failing to provide the beginning and ending of each work period, meal period
19 interval, total daily hours worked, total hours worked per pay period, and the applicable rates of
20 pay.

21 126. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
22 employee suffers injury if the employer fails to provide accurate and complete information as
23 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot
24 promptly and easily ascertain requisite information without reference to other documents or
25 information. Here, the members of Wage Statement Class suffered injury because, due to
26 Defendants’ failure to pay all wages due and owing, Defendants failed to provide accurate and
27 complete information as required by one or more items listed in Labor Code § 226(a)(1)-(9).

28 127. In addition, the members of the Wage Statement Class have suffered injury as a

1 result of Defendants' failure to maintain accurate records for the members of the Wage Statement
2 Class in that the members of the Wage Statement Class were not timely provided written accurate
3 itemized statements showing all requisite information, including but not limited to total hours
4 worked by the employee, net wages earned and all applicable hourly rates in effect during the pay
5 period and the corresponding number of hours worked at each hourly rate, in violation of Labor
6 Code § 226 and the IWC Wage Orders § 7(A), such that the members of the Wage Statement
7 Class were misled by Defendants as to the correct information regarding various items, including
8 but not limited to total hours worked by the employee, net wages earned and all applicable hourly
9 rates in effect during the pay period and the corresponding number of hours worked at each hourly
10 rate.

11 128. The actual injuries suffered by the members of the Wage Statement Class as a
12 result of Defendants' knowing and intentional failure to provide accurate records for the members
13 of the Wage Statement Class include but are not limited to:

- 14 a. Confusion over whether they received all wages owed them by Defendants;
- 15 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 16 c. Being forced to engage in mathematical computations to analyze whether
17 Defendants' wages in fact compensated for all hours worked;
- 18 d. The inability to accurately calculate wage rates complicated by the fact that wage
19 statement information required by Labor Code § 226 is missing;
- 20 e. That such practice prevents the members of the Wage Statement Class from being
21 able to effectively challenge information on their wage statements; and/or
- 22 f. The difficulty and expense of filing and maintaining this lawsuit, and the discovery
23 required to collect and analyze the very information that California law requires.

24 129. Under Labor Code § 226(e), the members of the Wage Statement Class are entitled
25 to \$50.00 per employee for the initial pay period in which a violation hereunder occurs and
26 \$100.00 per employee for each violation in a subsequent pay period, not exceeding an aggregate
27 penalty of \$4,000.00.

28 130. Under Labor Code § 226(g), the currently employed members of the Wage

1 Statement Class are entitled to injunctive relief to ensure Defendants' compliance with Labor
2 Code § 226.

3 131. Additionally, under California Labor Code § 2810.3, LAKESHORE shares with
4 KORE1, and any other staffing agency it uses, in civil legal responsibility for all workers supplied to
5 LAKESHORE for their collective failure to pay all earned wages. California Labor Code § 2810.3
6 requires that "A client employer shall share with a labor contractor all civil legal responsibility and
7 civil liability for all workers supplied by that labor contractor for...the payment of wages." A "labor
8 contractor" (here, e.g., KORE1) is defined as "an individual or entity that supplies, either with or
9 without a contract, a client employer with workers to perform labor within the client employer's
10 usual course of business." "Client employer" (here LAKESHORE) is defined as "a business entity,
11 regardless of its form, that obtains or is provided workers to perform labor within its usual course of
12 business from a labor contractor." Upon information and belief, Defendant LAKESHORE is and has
13 been a client employer within the definition of Labor Code § 2810.3 and shares with KORE1, the
14 labor contractor, all civil legal responsibility and civil liability for the payment of all wages earned
15 by Plaintiffs and the Class Members. LAKESHORE is a joint employer of Plaintiff and some of the
16 Class Members with KORE1, including for the reasons set forth above. LAKESHORE also directly
17 hires some Class members, including Plaintiff, who were subject to similar policies and practices as
18 those Employees placed with LAKESHORE by KORE1.

19 132. Under Labor Code §§ 226(e)/(g), the members of the Wage Statement Class are
20 also entitled to an award of costs and reasonable attorneys' fees.

21 **SEVENTH CAUSE OF ACTION**
22 **VIOLATION OF LABOR CODE § 204**
23 **(Against All Defendants)**

24 133. Plaintiff incorporates by reference and realleges each and every one of the
25 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
26 forth herein.

27 134. Labor Code § 204 instructs that: "All wages, ...earned by any person in any
28 employment are due and payable twice during each calendar month, on days designated in

1 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
2 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
3 during which the labor was performed, and labor performed between the 16th and the last day,
4 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
5 month.” Additionally, the requirements of this section shall be deemed satisfied by the payment of
6 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.”

8 135. As detailed above, Defendants maintained a consistently applied policy and
9 practice of not paying the members of the Failure to Timely Pay Class all wages earned between
10 the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
11 between the 16th and the last day of the month between the 1st and 10th day of the following month.
12 Furthermore, Defendants similarly failed to pay all wages earned by not more than seven calendar
13 days following the close of the payroll period pursuant to Labor Code § 204(d).

14 136. Additionally, under California Labor Code § 2810.3, LAKESHORE shares with
15 KORE1, and any other staffing agency it uses, in civil legal responsibility for all workers supplied to
16 LAKESHORE for their collective failure to pay all earned wages. California Labor Code § 2810.3
17 requires that “A client employer shall share with a labor contractor all civil legal responsibility and
18 civil liability for all workers supplied by that labor contractor for...the payment of wages.” A “labor
19 contractor” (here, e.g., KORE1) is defined as “an individual or entity that supplies, either with or
20 without a contract, a client employer with workers to perform labor within the client employer's
21 usual course of business.” “Client employer” (here LAKESHORE) is defined as “a business entity,
22 regardless of its form, that obtains or is provided workers to perform labor within its usual course of
23 business from a labor contractor.” Upon information and belief, Defendant LAKESHORE is and has
24 been a client employer within the definition of Labor Code § 2810.3 and shares with KORE1, the
25 labor contractor, all civil legal responsibility and civil liability for the payment of all wages earned
26 by Plaintiffs and the Class Members. LAKESHORE is a joint employer of Plaintiff and some of the
27 Class Members with KORE1, including for the reasons set forth above. LAKESHORE also directly
28

1 hires some Class members, including Plaintiff, who were subject to similar policies and practices as
2 those Employees placed with LAKESHORE by KORE1.

3 137. Defendants had a consistent and uniform policy, practice, and procedure of failing
4 to comply with Labor Code § 204 with regard to Plaintiff and the members of the Failure to
5 Timely Pay Class. Thus Plaintiff and the members of the Failure to Timely Pay Class are entitled
6 to recovery under Labor Code §§ 204 and/or 210.

7 **EIGHTH CAUSE OF ACTION**
8 **VIOLATION OF LABOR CODE § 203**
9 **(Against All Defendants)**

10 138. Plaintiff incorporates by reference and realleges each and every one of the allegations
11 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

12 139. Labor Code § 203 provides that if an employer willfully fails to pay, without abatement or
13 reduction, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is
14 discharged or who quits, the wages of the employee shall continue at the same rate, for up to 30
15 days from the due date thereof, until paid or until an action therefor is commenced.

16 140. The members of the Termination Pay Class are no longer employed by Defendants as they
17 were either fired from or quit Defendants' employ.

18 141. Defendants had a consistent and uniform policy, practice, and procedure of willfully failing
19 to pay the earned wages of Defendants' former employees, as set forth above, according to
20 amendment or proof.

21 142. As set forth above, Defendants willfully failed to pay the members of the Termination Pay
22 Class their entire wages due and owing at the time of their termination or within seventy-two
23 hours of their resignation and failed to pay those sums for up to 30 days thereafter.

24 143. Defendants' willful failure to pay wages to the members of the Termination Pay Class
25 violates Labor Code § 203 because Defendants knew or should have known wages were due to the
26 members of the Termination Pay Class, as set forth above, but Defendants failed to pay them.

27 144. Additionally, under California Labor Code § 2810.3, LAKESHORE shares with KORE1,
28 and any other staffing agency it uses, in civil legal responsibility for all workers supplied to

1 LAKESHORE for their collective failure to pay all earned wages. California Labor Code § 2810.3
2 requires that “A client employer shall share with a labor contractor all civil legal responsibility and
3 civil liability for all workers supplied by that labor contractor for...the payment of wages.” A “labor
4 contractor” (here, e.g., KORE1) is defined as “an individual or entity that supplies, either with or
5 without a contract, a client employer with workers to perform labor within the client employer's
6 usual course of business.” “Client employer” (here LAKESHORE) is defined as “a business entity,
7 regardless of its form, that obtains or is provided workers to perform labor within its usual course of
8 business from a labor contractor.” Upon information and belief, Defendant LAKESHORE is and has
9 been a client employer within the definition of Labor Code § 2810.3 and shares with KORE1, the
10 labor contractor, all civil legal responsibility and civil liability for the payment of all wages earned
11 by Plaintiffs and the Class Members. LAKESHORE is a joint employer of Plaintiff and some of the
12 Class Members with KORE1, including for the reasons set forth above. LAKESHORE also directly
13 hires some Class members, including Plaintiff, who were subject to similar policies and practices as
14 those Employees placed with LAKESHORE by KORE1.

15 145. Thus, the Termination Pay Class are entitled to recovery under Labor Code § 203.

16 **NINTH CAUSE OF ACTION**

17 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

18 **(Against All Defendants)**

19 146. Plaintiff incorporates by reference and realleges each and every one of the
20 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
21 forth herein.

22 147. Under Labor Code § 2802(a), “an employer shall indemnify his or her employee
23 for all necessary expenditures or losses incurred by the employee in direct consequence of the
24 discharge of his or her duties, or of his or her obedience to the directions of the employer.”

25 148. Labor Code § 2804 states in pertinent part, “Any contract or agreement, express or
26 implied, made by any employee to waive the benefits of this article or any part thereof is null and
27 void, and this article shall not deprive any employee or his personal representative of any right or
28 remedy to which he is entitled under the laws of this State.”

1 149. As a matter of Defendants' established company policy, Defendants required the
2 members of the Expense Reimbursement Class to personally incur necessary expenditures in
3 direct consequence of the discharge of their duties, including but not limited to use their personal
4 cell phones to respond to management and customer calls, personal vehicles for work-related
5 travel, including travel between assigned client locations and worksites, and requiring Plaintiff and
6 the Class Members to purchase and maintain internet service at their homes to provide on-call
7 work. Defendants are legally required to reimburse the members of the Expense Reimbursement
8 Class for all necessary expenditures.

9 150. Defendants failed to fully and reasonably reimburse the members of the Expense
10 Reimbursement Class for all necessary expenditures, including but not limited to the
11 aforementioned expenditures.

12 151. As a proximate result of the aforementioned violations of Labor Code § 2802(a),
13 the members of the Expense Reimbursement Class have been damaged and are entitled to
14 recovery from Defendants of the unpaid balance for all necessary expenditures, including but not
15 limited to the aforementioned expenditures, in an amount according to proof at the time of trial.

16 152. Under Labor Code § 2802(b), the members of the Reimbursements Class request
17 that the Court award interest at the same rate as judgments in civil actions, accruing from the date
18 on which each member of the Reimbursements Class incurred the necessary expenditure or loss.

19 153. Additionally, under California Labor Code § 2810.3, LAKESHORE shares with
20 KORE1, and any other staffing agency it uses, in civil legal responsibility for all workers supplied to
21 LAKESHORE for their collective failure to pay all earned wages. California Labor Code § 2810.3
22 requires that "A client employer shall share with a labor contractor all civil legal responsibility and
23 civil liability for all workers supplied by that labor contractor for...the payment of wages." A "labor
24 contractor" (here, e.g., KORE1) is defined as "an individual or entity that supplies, either with or
25 without a contract, a client employer with workers to perform labor within the client employer's
26 usual course of business." "Client employer" (here LAKESHORE) is defined as "a business entity,
27 regardless of its form, that obtains or is provided workers to perform labor within its usual course of
28 business from a labor contractor." Upon information and belief, Defendant LAKESHORE is and has

1 been a client employer within the definition of Labor Code § 2810.3 and shares with KORE1, the
2 labor contractor, all civil legal responsibility and civil liability for the payment of all wages earned
3 by Plaintiffs and the Class Members. LAKESHORE is a joint employer of Plaintiff and some of the
4 Class Members with KORE1, including for the reasons set forth above. LAKESHORE also directly
5 hires some Class members, including Plaintiff, who were subject to similar policies and practices as
6 those Employees placed with LAKESHORE by KORE1.

7 154. Under Labor Code § 2802(c), the members of the Reimbursements Class request
8 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

9 **TENTH CAUSE OF ACTION**

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

11 **(Against All Defendants)**

12 155. Plaintiff incorporates by reference and realleges each and every one of the
13 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
14 forth herein.

15 156. Business & Professions Code § 17200 provides, in pertinent part, "unfair
16 competition shall mean and include any unlawful, unfair or fraudulent business act." Defendants
17 have engaged in unlawful, unfair and fraudulent business acts or practices prohibited by Business
18 & Professions Code § 17200, including those set forth in the preceding and foregoing paragraphs
19 of the complaint, thereby depriving the members of the UCL Class of the minimum working
20 standards and conditions due to them under the Labor Code and/or the IWC Wage Orders, as
21 specifically described herein.

22 157. Business & Professions Code § 17204 provides that an action for any relief from
23 unfair competition may be prosecuted by any person who has suffered injury in fact and has lost
24 money or property as a result of such unfair competition.

25 158. Business & Professions Code § 17205 provides that unless otherwise expressly
26 provided, the remedies or penalties provided for unfair competition "are cumulative to each other
27 and to the remedies or penalties available under all other laws of this state."

28 159. Defendants have engaged in unfair business practices in California by practicing,

1 employing and utilizing the employment practices outlined in the preceding paragraphs,
2 specifically, by requiring employees to perform the labor services complained of herein without
3 the requisite compensation.

4 160. Defendants' use of such practices constitutes an unfair business practice and unfair
5 competition and provides an unfair advantage over Defendants' competitors.

6 161. Plaintiff has suffered injury in fact and has lost money or property as a result of
7 such unfair competition.

8 162. Plaintiff seeks full restitution from Defendants, as necessary and according to
9 proof, to restore any and all monies withheld, acquired, and/or converted by Defendants by means
10 of the unfair practices complained of herein. Further, if Defendants are not enjoined from the
11 conduct set forth above, Defendants will continue to practice, employ, and utilize the employment
12 practices outlined in the preceding paragraphs.

13 163. Additionally, under California Labor Code § 2810.3, LAKESHORE shares with
14 KORE1, and any other staffing agency it uses, in civil legal responsibility for all workers supplied to
15 LAKESHORE for their collective failure to pay all earned wages. California Labor Code § 2810.3
16 requires that "A client employer shall share with a labor contractor all civil legal responsibility and
17 civil liability for all workers supplied by that labor contractor for...the payment of wages." A "labor
18 contractor" (here, e.g., KORE1) is defined as "an individual or entity that supplies, either with or
19 without a contract, a client employer with workers to perform labor within the client employer's
20 usual course of business." "Client employer" (here LAKESHORE) is defined as "a business entity,
21 regardless of its form, that obtains or is provided workers to perform labor within its usual course of
22 business from a labor contractor." Upon information and belief, Defendant LAKESHORE is and has
23 been a client employer within the definition of Labor Code § 2810.3 and shares with KORE1, the
24 labor contractor, all civil legal responsibility and civil liability for the payment of all wages earned
25 by Plaintiffs and the Class Members. LAKESHORE is a joint employer of Plaintiff and some of the
26 Class Members with KORE1, including for the reasons set forth above. LAKESHORE also directly
27 hires some Class members, including Plaintiff, who were subject to similar policies and practices as
28 those Employees placed with LAKESHORE by KORE1.

164. Therefore, Plaintiff requests that the Court issue a preliminary and permanent injunction prohibiting Defendants from engaging in the foregoing conduct. Furthermore, Plaintiff seeks the appointment of a receiver, as necessary, to establish the total monetary relief sought from Defendants.

ELEVENTH CAUSE OF ACTION
PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.*
(Against All Defendants)

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

166. Plaintiff and the Employees in the Class are also aggrieved employees as defined under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time period.

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

168. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, inter alia, on the following California Labor Code sections: 201, 202, 203, 204, 206.5, 226, 226.2, 226.7, 432.5, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698 et seq.

169. More specifically, after complying with the notice procedures of Labor Code § 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above-addressed

underlying claims and seeking penalties as specified by the applicable corresponding provisions, including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

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

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

1 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
2 citation, ...”;

3 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at
4 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204,
5 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages,
6 under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20
7 of the applicable IWC Wage Orders, and also for attorneys’ fees and costs pursuant to Labor Code
8 § 2699(g)(1);

9 (e) Failure to Provide On-Call Pay: For failure to pay the Aggrieved employees pay
10 during the times Defendants required them to remain on call, constituting violations of Labor
11 Code § 218.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and
12 paragraph 20 of the applicable IWC Wage Orders, and for attorneys’ fees and costs pursuant to
13 Labor Code § 2699(g)(1);

14 (f) Failure to Pay Wages Due, Negotiable and Payable in Cash on Demand: For
15 Defendants failure to pay reporting time pay, under Labor Code § 212 and seeking all applicable
16 civil penalties available and applicable under Labor Code §§ 212, 225.5, 1199, and 2699(f)(2) and
17 also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1); and

18 (g) All Alleged Violations of the IWC Wage Orders and Other Labor Code
19 Sections: For any above addressed violation of the applicable provisions of the IWC Wage
20 Orders, each of which constitute separate violations of Labor Code § 1198 and Labor Code §
21 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and
22 paragraph 20 of the applicable IWC Wage Orders, and for attorneys’ fees and costs pursuant to
23 Labor Code § 2699(g)(1).
24

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

27 (a) Any employer or other person acting on behalf of an employer who violates, or
28 causes to be violated, a section of this chapter or any provision regulating hours and days of work

1 in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1)
2 For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
3 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
4 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
5 each pay period for which the employee was underpaid in addition to an amount sufficient to
6 recover underpaid wages...

8 (b) If upon inspection or investigation the Labor Commissioner determines that a
9 person had paid or caused to be paid a wage for overtime work in violation of any provision of this
10 chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare
11 Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting,
12 and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a
13 violation of this chapter shall be the same as those set out in Section 1197.1.

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

17 170. Plaintiff has exhausted her administrative remedies by submitting a certified letter
18 to the LWDA and Defendants on July 7, 2026 (LWDA-CM-1189297-26) addressing in detail the
19 specific provisions of the Labor Code Defendants have violated and addressing the facts and legal
20 theories to support the alleged violations and requested penalties. The LWDA has not provided
21 notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date
22 of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations
23 addressed herein and in the PAGA Notice letter and the original Complaint.

24 **RELIEF REQUESTED**

25 WHEREFORE, Plaintiff prays for the following relief:

26 1. For the Court to issue an Order certifying the Classes herein, appointing the named
27 Plaintiff as representative of all others similarly situated, and appointing all law firms representing
28 all named Plaintiffs as counsel for the members of the Classes;

2. As to the First Cause of Action for Failure to pay minimum wages: For recovery of compensatory damages for all unpaid minimum wages due and owing at the appropriate rate for all work performed; and liquidated damages as authorized by Labor Code § 1194.2(a), from at least four (4) years prior to the filing of this action, according to proof;

3. As to the Second Cause of Action for Failure to pay wages and overtime: For recovery of compensatory damages of all unpaid overtime and double-time due and owing at the appropriate rates for all worked performed from at least four (4) years prior to the filing of this action, according to proof;

4. As to the Third Cause of Action for Failure to Pay On-Call Time: For recovery of the unpaid balance of the full amount of the unpaid On-Call pay due and owing, according to proof;

5. As to the Fourth Cause of Action for Failure to authorize and permit meal periods: For one (1) hour of pay at the regular rate of compensation for each member of the Meal Period Class for each workday that a meal period was not provided, pursuant to Labor Code § 226.7 and applicable Wage Orders;

6. As to the Fifth Cause of Action for Failure to authorize and permit rest periods: For one (1) hour of pay at the regular rate of compensation for each member of the Rest Period Class for each workday that a rest period was not provided, pursuant to Labor Code § 226.7 and applicable Wage Orders;

7. As to the Sixth Cause of Action for Failure to timely furnish accurate itemized wage statements: For recovery of statutory penalties as authorized by Labor Code § 226(e);

8. As to the Seventh Cause of Action for Violation of Labor Code § 204: For recovery of statutory damages as authorized by Labor Code §§ 204 and/or 210;

9. As to the Eighth Cause of Action for Violation of Labor Code § 203: For recovery of waiting time penalties for all former Employees of the Termination Class as authorized by Labor Code § 203;

10. As to the Ninth Cause of Action for Failure to reimburse necessary business expenses: For restitution of the unpaid balance for all necessary expenditures and losses incurred

1 in direct consequence of the discharge of Defendants' duties; and interest thereon at the same rate
2 as judgments in civil actions, accruing from the date on which each member of the
3 Reimbursements Class incurred the necessary expenditure or loss, under Labor Code § 2802(b);

4 11. As to the Tenth Cause of Action for Violation of Business & Professions Code §
5 17200 et seq.: For an accounting, under administration of Plaintiff and/or the receiver and subject
6 to Court review, to determine the amount to be returned by Defendants, and the amounts to be
7 refunded to members of the Classes who are owed monies by Defendants; an order requiring
8 Defendants to identify each of the members of the Classes by name, home address, home
9 telephone number and, if available, email address; an order requiring Defendants to make full
10 restitution and payment under California law; an order for a preliminary and/or permanent
11 injunction prohibiting Defendants from engaging in the acts complained of herein; the creation of
12 an administrative process wherein each injured member of the Classes may submit a claim in
13 order to receive his/her money; and all other appropriate injunctive, declaratory and equitable
14 relief;

15 12. As to the Eleventh Cause of Action for Violation of the PAGA Labor Code § 2698
16 et seq.: For recovery of statutory damages as set forth in Labor Code § 2698 *et seq.*

17 13. As to All Causes of Action: For an award of reasonable attorneys' fees and costs
18 incurred; pre-judgment and post-judgment interest, and such other and further relief as this Court
19 may deem just and proper.

20
21 DATED: September 10, 2026

D.LAW, INC.

22
23 By: 

Roman Shkodnik
Jean Hopkins Power
Attorneys for Plaintiff ROBERTO
FRANCO FLORES and all others
similarly situated

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DATED: September 10, 2026

By: Roman Shkodnik

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FIRST AMENDED CLASS ACTION COMPLAINT

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

FIRST AMENDED CLASS ACTION COMPLAINT

Attorney for Defendant KORE1 SOLUTIONS, LLC:

Attorney for Defendant LAKESHORE LEARNING MATERIALS, LLC:

Agent for Process of Service for Defendants LAKESHORE and LAKESHORE LEARNING CORPORATE:

using the following service method(s):

X VIA MAIL: I caused the document(s) to be served to be deposited at: 250 N Madison Avenue, 2nd Floor, Pasadena, CA 91101-1639, which is a mailbox or other like facility regularly maintained by the United States Postal Service, in a sealed envelope, with postage paid, addressed to the person(s) on whom the document(s) is/are to be served, at the office address as last given by that/those person(s), otherwise at that/those person(s)' place(s) of residence. I am

1 aware that on motion of any party served, service is presumed invalid if the postal cancellation
2 date or postage meter date is more than one (1) day after the date of deposit for mailing stated
herein.

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

5 Executed on **September 10, 2026**, at Pasadena, California.

6 *Akiko Iwata*

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Akiko Iwata