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FILED
Superior Court of California
County of Los Angeles
02/20/2024

David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

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

ISOKE NABAWI, individually, and on
behalf of other members of the general
public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

SPECIAL SERVICE FOR GROUPS, INC.,
a California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 23STCV29182

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, et seq.;

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

Jury Trial Demanded

1 Plaintiff Isoke Nabawi, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees,
3 alleges as follows:

4 JURISDICTION AND VENUE

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

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice. There is no basis for federal diversity jurisdiction in this action
23 because there is no complete diversity, and this case falls within the statutory exceptions to
24 “minimal diversity” jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
25 Upon information and belief, two-thirds or more of the class members and Defendants are
26 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
27 of California; (b) the alleged wage and hour violations occurred in California; (c) significant
28 relief is being sought against Defendants whose violations of California wage and hour laws

1 form a significant basis for Plaintiff's claims; and (d) no other class action has been filed
2 within the past three (3) years on behalf of the same proposed class against Defendants
3 asserting the same or similar factual allegations.

4 3. Venue is proper in this Court, because Defendants filed Statement of
5 Information forms with the California Secretary of State designating a principal place of
6 business in Los Angeles, County of Los Angeles, in accordance with California Corporations
7 Code section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court
8 because Defendants employ persons in this county, and employed Plaintiff in this county, and
9 thus a substantial portion of the transactions and occurrences related to this action occurred in
10 this county.

11 **THE PARTIES**

12 4. Plaintiff Isoke Nabawi is a resident of Los Angeles, in Los Angeles County,
13 California. Defendants employed Plaintiff as an hourly paid, non-exempt Mental Health
14 Therapist II from approximately March 2022 to February 2023. During her employment,
15 Plaintiff typically worked eight (8) hours to eleven (11) hours per day and five (5) days per
16 week. Plaintiff's primary job duties included, without limitation, conducting therapy sessions
17 with children and adult clients, recording notes for all therapy sessions, and participating in
18 community outreach.

19 5. SPECIAL SERVICE FOR GROUPS, INC. was and is, upon information and
20 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
21 employees are engaged throughout this county and the State of California.

22 6. Plaintiff is unaware of the true names or capacities of the Defendants sued
23 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
24 amend the complaint and serve such fictitiously named Defendants once their names and
25 capacities become known.

26 7. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
27 were the partners, agents, owners, or managers of SPECIAL SERVICE FOR GROUPS, INC.
28 at all relevant times.

8. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, SPECIAL SERVICE FOR GROUPS, INC. and/or DOES 1 through 10 (collectively, “Defendants” or “SSG”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others’ behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

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

10. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

11. Defendants provide a variety of social and psychological services, including, but not limited to, mental and behavioral health treatment, homeless services, HIV treatment and prevention, and occupational therapy. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in Los Angeles, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

12. In particular, Plaintiff and class members, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees' assigned locations or positions. Upon

1 information and belief, Defendants set forth uniform policies and procedures in several
2 documents provided at an employee's time of hire.

3 13. Upon information and belief, Defendants maintain a centralized Payroll
4 department at their company headquarters in Los Angeles, California, which processes payroll
5 for all non-exempt, hourly paid employees working for Defendants at their various locations
6 in California, including Plaintiff and class members. Based upon information and belief,
7 Defendants issue the same formatted wage statements to all non-exempt, hourly paid
8 employees in California, irrespective of their work locations. Upon information and belief,
9 Defendants process payroll for departing employees in the same manner throughout the State
10 of California, regardless of the manner in which each employee's employment ends.

11 14. Defendants continue to employ non-exempt or hourly paid employees in
12 California.

13 15. Plaintiff is informed and believes, and thereon alleges, that at all times herein
14 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
15 and advisors knowledgeable about California labor and wage law, employment and personnel
16 practices, and about the requirements of California law.

17 16. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
18 members were not paid for all hours worked because all hours worked were not recorded.

19 17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and class members were entitled to receive certain wages for
21 overtime compensation and that they were not receiving certain wages for overtime
22 compensation.

23 18. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and class members were entitled to receive at least minimum
25 wages for compensation and that they were not receiving at least minimum wages for work
26 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
27 and class members were not paid at least minimum wages for work done off-the-clock.

28 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and class members were entitled to meal periods in
2 accordance with the California Labor Code and applicable IWC Wage Order or payment of
3 one (1) additional hour of pay at their regular rates of pay when they were not provided with
4 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members
5 were not provided with all meal periods or payment of one (1) additional hour of pay at their
6 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
7 period.

8 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and class members were entitled to rest periods in
10 accordance with the California Labor Code and applicable IWC Wage Order or payment of
11 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
12 permitted to take a compliant rest period and that Plaintiff and class members were not
13 authorized and permitted to take compliant rest periods or provided with payment of one (1)
14 additional hour of pay at their regular rates of pay when they were not authorized and
15 permitted to take a compliant rest period.

16 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and class members were entitled to receive complete and
18 accurate wage statements in accordance with California law. In violation of the California
19 Labor Code, Plaintiff and class members were not provided complete and accurate wage
20 statements.

21 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that they had a duty to maintain accurate and complete payroll records in
23 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
24 knowingly, and intentionally failed to do so.

25 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and class members were entitled to timely payment of all
27 wages earned upon termination of employment. In violation of the California Labor Code,
28 Plaintiff and class members did not receive payment of all wages due, including, but not

1 limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within
2 permissible time periods.

3 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and class members were entitled to timely payment of wages
5 during their employment. In violation of the California Labor Code, Plaintiff and class
6 members did not receive payment of all wages, including, but not limited to, overtime wages,
7 minimum wages, and/or meal and rest period premiums, within permissible time periods.

8 25. Plaintiff is informed and believes, and thereon alleges, that at all times herein
9 mentioned, that Defendants knew or should have known that they had a duty to cover the costs
10 and expenses Plaintiff and class members incurred obtaining mandatory medical or physical
11 examinations, but failed to do so.

12 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and class members were entitled to receive full
14 reimbursement for all business-related expenses and costs they incurred during the course and
15 scope of their employment and that they did not receive full reimbursement of applicable
16 business-related expenses and costs incurred.

17 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein
18 mentioned, Defendants knew or should have known that they had a duty to compensate
19 Plaintiff and class members for all hours worked, and that Defendants had the financial ability
20 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
21 falsely represented to Plaintiff and class members that they were properly denied wages, all in
22 order to increase Defendants' profits.

23 **PAGA REPRESENTATIVE ALLEGATIONS**

24 28. At all times herein set forth, PAGA provides that any provision of law under
25 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
26 assessed and collected by the Labor and Workforce Development Agency ("LWDA") for
27 violations of the California Labor Code and applicable IWC Wage Order may, as an
28 alternative, be recovered by aggrieved employees in a civil action brought on behalf of

1 themselves and other current or former employees pursuant to procedures outlined in
2 California Labor Code section 2699.3.

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

6 30. Plaintiff and other current and former employees of Defendants are “aggrieved
7 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current
8 or former employees and one or more of the alleged violations were committed against them.

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

- 12 (a) The aggrieved employee or representative shall give written notice by
13 online filing with the LWDA and by certified mail to the employer of
14 the specific provisions of the California Labor Code alleged to have
15 been violated, including the facts and theories to support the alleged
16 violation.
- 17 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
18 2699.3(a) and any employer response to that notice shall be
19 accompanied by a filing fee of seventy-five dollars (\$75).
- 20 (c) The LWDA shall notify the employer and the aggrieved employee or
21 representative by certified mail that it does not intend to investigate the
22 alleged violation (“LWDA Notice”) within sixty (60) calendar days of
23 the postmark date of the aggrieved employee’s notice. Upon receipt of
24 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
25 (65) calendar days of the postmark date of the aggrieved employee’s
26 notice, the aggrieved employee may commence a civil action pursuant
27 to California Labor Code section 2699 to recover civil penalties.

28 32. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,

1 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
2 provision other than those listed in Section 2699.5 after the following requirements have been
3 met:

- 4 (a) The aggrieved employee or representative shall give written notice by
5 online filing with the LWDA and by certified mail to the employer of
6 the specific provisions of the California Labor Code alleged to have
7 been violated (other than those listed in Section 2699.5), including the
8 facts and theories to support the alleged violation.
- 9 (b) An aggrieved employee's notice filed with the LWDA pursuant to
10 2699.3(c) and any employer response to that notice shall be
11 accompanied by a filing fee of seventy-five dollars (\$75).
- 12 (c) The employer may cure the alleged violation within thirty-three (33)
13 calendar days of the postmark date of the notice sent by the aggrieved
14 employee or representative. The employer shall give written notice
15 within that period of time by certified mail to the aggrieved employee or
16 representative and by online filing with the LWDA if the alleged
17 violation is cured, including a description of actions taken, and no civil
18 action pursuant to Section 2699 may commence. If the alleged violation
19 is not cured within the 33-day period, the aggrieved employee may
20 commence a civil action pursuant to Section 2699.

21 33. On December 14, 2023, Plaintiff provided written notice by online filing to the
22 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
23 Code alleged to have been violated, including facts and theories to support the alleged
24 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
25 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
26 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
27 Plaintiff PAGA Case Number LWDA-CM-999881-23. A true and correct copy of Plaintiff's
28 written notice to the LWDA and Defendants are attached hereto as "Exhibit 1."

1 34. As of the filing date of this amended complaint, over 65 days have passed since
2 Plaintiff sent the notice described above to the LWDA, and the LWDA has not responded that
3 it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

4 35. Thus, Plaintiff has satisfied the administrative prerequisites under California
5 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
6 violations of California Labor Code sections 201, 202, 204, 222.5, 226(a), 226.7, 510, 512(a),
7 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

8 36. Labor Code section 558(a) provides "[a]ny employer or other person acting on
9 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
10 provision regulating hours and days of work in any order of the Industrial Welfare
11 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
12 dollars (\$50) for each underpaid employee for each pay period for which the employee was
13 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
14 underpaid employee for each pay period for which the employee was underpaid" Labor
15 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
16 to any other civil or criminal penalty provided by law."

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

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

23 39. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
24 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a
25 private attorney general, seeks assessment and collection of civil penalties for herself, all other
26 aggrieved employees, and the State of California against Defendants for violations of
27 California Labor Code sections 201, 202, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d),
28 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

CLASS ACTION ALLEGATIONS

40. Plaintiff brings this action on her own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under California Code of Civil Procedure section 382.

41. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

42. Plaintiff's proposed class consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California, at any time from July 1, 2021, until the date of trial ("Class").

43. Plaintiff's proposed subclass consists of and is defined as follows:

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

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

45. Plaintiff reserves the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

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

- (a) Whether Defendants required Plaintiff and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime compensation to Plaintiff and class members;
- (b) Whether Defendants failed to pay Plaintiff and class members at least minimum wages for all hours worked;
- (c) Whether Defendants failed to provide Plaintiff and class members with meal periods;
- (d) Whether Defendants failed to authorize and permit Plaintiff and class

- 1 members to take rest periods;
- 2 (e) Whether Defendants provided Plaintiff and class members with
- 3 complete and accurate wage statements as required by California Labor
- 4 Code section 226(a);
- 5 (f) Whether Defendants maintained accurate payroll records as required by
- 6 California Labor Code section 1174(d);
- 7 (g) Whether Defendants failed to pay earned overtime wages, minimum
- 8 wages, and/or meal and rest period premiums due to Plaintiff and class
- 9 members upon their discharge;
- 10 (h) Whether Defendants failed to timely pay overtime wages, minimum
- 11 wages, and/or meal and rest period premiums due to Plaintiff and class
- 12 members during their employment;
- 13 (i) Whether Defendants failed to pay Plaintiff and class members for the
- 14 costs of mandatory medical or physical examinations;
- 15 (j) Whether Defendants failed to reimburse Plaintiff and class members for
- 16 necessary and required business-related expenditures and/or losses
- 17 incurred by them in the scope of their employment;
- 18 (k) Whether Defendants engaged in unlawful and unfair business practices
- 19 in violation of California Business & Professions Code sections 17200,
- 20 *et seq.*; and
- 21 (l) The appropriate amount of damages, restitution, or monetary penalties
- 22 resulting from Defendants' violations of California law.

23 47. There is a well-defined community of interest in the litigation and the class

24 members are readily ascertainable:

- 25 (a) Numerosity: The class members are so numerous that joinder of all
- 26 members would be unfeasible and impractical. The membership of the
- 27 entire class is unknown to Plaintiff at this time; however, the class is
- 28 estimated to be greater than one hundred (100) individuals and the

identity of such membership is readily ascertainable by inspection of Defendants' employment records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that she has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future

endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while simultaneously protecting their privacy.

FIRST CAUSE OF ACTION

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

(Against all Defendants)

48. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

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

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

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

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

1 53. California Labor Code section 510 codifies the right to overtime compensation
2 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
3 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
4 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
5 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
6 in a day on the seventh (7th) day of work.

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

12 55. First, during the relevant time period, Defendants had a policy and/or practice
13 of discouraging and impeding Plaintiff and class members from recording hours worked that
14 were outside of their scheduled shifts, in order to limit the amount of overtime employees
15 could accrue. As stated in Defendants' "Overtime Policy," "[a]ll overtime must be authorized
16 by [non-exempt employees'] Supervisor in advance. Any employee working unauthorized
17 overtime will be subject to discipline." Defendants' policy and/or practice was to require
18 employees to complete timesheets online and/or fill out handwritten timesheets at the end of
19 each pay period, and to submit them to management for review and approval. Defendants'
20 management also required Plaintiff and class members to record only the scheduled shift start-
21 times and shift end-times instead of their actual hours worked to limit overtime hours
22 employees were eligible to be compensated for. To the extent Defendants' timekeeping
23 policies have taken away time worked that was eligible for overtime, Plaintiff and class
24 members have been denied overtime pay for all hours worked.

25 56. Alternatively, Defendants had, and continue to have, a company-wide policy
26 and/or practice of failing to record hours worked by their employees. Instead, on information
27 and belief, Defendants' policy and/or practice is to simply pay employees, including Plaintiff
28 and class members, for the hours they are scheduled to work. Because Defendants failed to

1 accurately record their actual hours worked, Plaintiff and class members were not paid for all
2 hours worked before or after their scheduled shifts.

3 57. Moreover, during the relevant time period, because Defendants discouraged
4 overtime accrual, Plaintiff and class members were required to complete certain tasks before
5 their scheduled shifts without being compensated for the time they worked. For example, in
6 order to meet Defendants' expectations of completing daily tasks within her scheduled hours,
7 approximately twice per week, Plaintiff would report to work about 2-2.5 hours before her
8 scheduled shift start-time in order to finish her assigned duties, such as typing up session
9 notes, returning calls, following up with and discharging clients, and checking in with the case
10 manager and her supervisor. However, Plaintiff was not allowed to record this time spent
11 working.

12 58. Second, during the relevant period, Defendants implemented, on a company-
13 wide basis, an employer-imposed requirement that Plaintiff and class members undergo
14 mandatory COVID-19 health screenings, testing, and/or temperature checks outside of their
15 scheduled shifts and/or before clocking in for their scheduled shifts. Defendants required
16 employees, including Plaintiff and class members, to undergo weekly COVID-19 testing,
17 which led to employees having to complete this testing before or after their shifts, or on off-
18 days, but Defendants did not compensate them for this time. For example, Plaintiff would
19 spend about 30 minutes traveling to and from the COVID-19 testing site and undergoing
20 weekly, mandatory COVID-19 testing before her scheduled shifts, but was not paid by
21 Defendants for this time. Even though Defendants required these health screenings, testing,
22 and/or temperature checks, Defendants did not provide Plaintiff and class members a
23 mechanism to record this time worked so they could be compensated for the time spent
24 undergoing mandatory health screenings, testing, and/or temperature checks.

25 59. Third, Defendants maintained and implemented a company-wide policy of
26 requiring all employees to travel to a Live Scan provider on their own time and using their
27 own personal vehicles to undergo a mandatory fingerprint-based background check. At all
28 times, Defendants were in control of scheduling the time period for the fingerprinting and

1 selecting the Live Scan provider or operator where the fingerprinting was to take place. For
2 example, Defendants gave Plaintiff strict instructions to obtain fingerprinting, and Plaintiff
3 underwent the fingerprinting for the sole benefit of Defendants. Plaintiff followed
4 Defendants' instructions, spent time traveling to and from Defendants' designated Live Scan
5 provider, Big Fish Bail Bonds & Live Scan in Inglewood, California, and spent additional
6 time waiting at the facility and undergoing the requisite fingerprinting. However, Defendants
7 did not compensate Plaintiff and class members for the time they spent traveling to and from
8 the Live Scan providers or operators and undergoing the fingerprinting.

9 60. Fourth, Defendants had, and continue to have, company-wide policies and/or
10 practices of understaffing and assigning heavy workloads, including pressuring employees to
11 meet deadlines and adopting a single-staffing model for certain positions, like Mental Health
12 Therapist II for the Black Visions of Wellness program, which resulted in a lack of meal
13 period coverage and prevented Plaintiff and class members from taking all uninterrupted meal
14 periods to which they were entitled. Moreover, Defendants have a practice of failing to
15 adhere to a schedule for meal periods, which further caused Plaintiff and class members to not
16 be relieved of their duties for compliant meal periods. As a result of Defendants' policy of
17 understaffing and/or single-staffing, Plaintiff and class members were not always afforded
18 uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal
19 period. For example, Plaintiff worked through her entire meal period 3-4 times per week to
20 meet the demands of her workload and to meet Defendants' deadlines, such as recording and
21 turning in therapy session notes within three (3) days of when the session occurred for a
22 caseload of 20-27 clients. Additionally, many of Plaintiff's meal periods were cut short due to
23 the heavy workload and Defendants' deadlines. Consequently, Plaintiff and class members
24 were required to work through their meal periods and/or had their unpaid meal periods
25 interrupted or cut short in order to complete their assigned duties, time for which they were
26 not paid.

27 61. Fifth, Defendants had, and continue to have, a policy and/or practice of
28 requiring that Plaintiff and class members carry their personal mobile devices and respond to

1 requests and questions from supervisors at all times. As a result, Defendants' management
2 contacted Plaintiff and class members during unpaid meal periods to discuss work-related
3 matters. For example, during many meal periods, Plaintiff's supervisor would call to ask her
4 to meet and discuss work matters. Defendants knew or should have known that Plaintiff and
5 class members were performing work while off-the-clock in order to meet Defendants'
6 expectations, but failed to compensate them for this time.

7 62. Sixth, because Defendants frowned upon employees accruing meal period
8 penalties, Defendants' management pressured employees to record compliant meal periods on
9 their timesheets, upon threat of discipline, even when they had not received compliant meal
10 periods. Thus, Defendants did not record all hours worked during meal periods, and Plaintiff
11 and class members performed work during meal periods for which they were not paid.

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

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

24 **SECOND CAUSE OF ACTION**

25 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 26 **Minimum Wages** 27 **(Against all Defendants)**

28 65. Plaintiff incorporates by reference and re-alleges as if fully stated herein each

1 and every allegation set forth above.

2 66. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
3 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
4 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
5 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as “the
6 time during which an employee is subject to the control of an employer, and includes all the
7 time the employee is suffered or permitted to work, whether or not required to do so.” Cal.
8 Code Regs. Tit. 8, § 11040(2)(K) (defining “Hours Worked”).

9 67. As set forth above, Defendants maintained a company-wide policy and/or
10 practice of limiting overtime accrual and pressuring employees to record only their scheduled
11 hours on online or handwritten timesheets rather than hours actually worked, thereby shorting
12 Plaintiff and class members for work performed outside their scheduled shifts. As set forth
13 above, pursuant to this policy, Plaintiff and class members performed various work-related
14 tasks while off-the-clock before their shifts, including typing up session notes, returning calls,
15 communicating with clients and supervisors regarding work-related matters, and traveling
16 to/from and undergoing fingerprinting and COVID-19 testing. Alternatively, Defendants had
17 a company-wide policy and/or practice of only paying Plaintiff and class members for their
18 scheduled shifts, rather than their actual hours worked, because Defendants failed to track
19 hours worked outside of their scheduled shifts.

20 68. Additionally, as set forth above, due to Defendants’ company-wide practices of
21 understaffing and single-staffing certain positions, assigning heavy workloads and pressuring
22 employees to meet deadlines, failing to adhere to a schedule for meal periods, and subsequent
23 lack of meal period coverage, Plaintiff and class members were impeded from taking all
24 uninterrupted meal periods to which they were entitled and were required to work off-the-
25 clock. Further, in order to prevent employees from accruing meal penalties, Defendants
26 pressured Plaintiff and class members record on their timesheets that they took compliant
27 meal periods regardless of whether they had received compliant meal periods or not, in order
28 to strictly limit penalties that would need to be paid by Defendants. Thus, Defendants did not

1 accurately record all hours worked during meal periods, and Plaintiff and class members
2 performed work during meal periods for which they were not paid.

3 69. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
4 and class members. To the extent that these off-the-clock hours did not qualify for overtime
5 premium payment, Defendants did not pay at least minimum wages for those hours worked
6 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
7 1198.

8 70. Defendants' failure to pay Plaintiff and class members minimum wages violates
9 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
10 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from
11 Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and
12 interest thereon.

13 **THIRD CAUSE OF ACTION**

14 **Violations of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period** 15 **Violations** 16 **(Against all Defendants)**

17 71. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
18 and every allegation set forth above.

19 72. At all relevant times herein set forth, California Labor Code section 512(a)
20 provides that an employer may not require, cause, or permit an employee to work for a period
21 of more than five (5) hours per day without providing the employee with a meal period of not
22 less than thirty (30) minutes, except that if the total work period per day of the employee is
23 not more than six (6) hours, the meal period may be waived by mutual consent of both the
24 employer and the employee. Under California law, first meal periods must start after no more
25 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

26 73. At all relevant times herein set forth, California Labor Code sections 226.7,
27 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
28 meal period mandated by an applicable order of the IWC.

1 74. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and
2 the applicable IWC Wage Order also require employers to provide a second meal period of
3 not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
4 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
5 hours worked is no more than twelve (12) hours, the second meal period may be waived by
6 mutual consent of the employer and the employee only if the first meal period was not waived.

7 75. First, during the relevant time period, as stated, Defendants had, and continue
8 to have, a company-wide policy and/or practice of understaffing, including adopting a single-
9 staffing model for certain positions, which, combined with the assignment of heavy
10 workloads, pressure to meet deadlines, and failure to adhere to a schedule for meal periods,
11 resulted in a lack of meal period coverage and prevented Plaintiff and class members from
12 taking all timely, uninterrupted meal periods to which they were entitled. For example,
13 Plaintiff missed her meal periods entirely 3-4 times per week to meet the demands of her
14 workload and meet Defendants' deadlines, such as recording and turning in therapy session
15 notes within three (3) days of when the session occurred for a caseload of 20-27 clients.
16 Plaintiff's meal periods were also often late and/or cut short due to the heavy workload and
17 Defendants' deadlines. Thus, Plaintiff and class members had to work through all or part of
18 their meal periods, had their meal periods interrupted, and/or had to wait extended periods of
19 time before taking meal periods.

20 76. Moreover, as stated, Defendants had, and continue to have, a company-wide
21 policy and/or practice of requiring that Plaintiff and class members respond to their personal
22 mobile devices at all times, including during meal periods. As a result, Defendants'
23 management contacted Plaintiff and class members on their personal phones during meal
24 periods to discuss work-related matters.

25 77. Second, because Defendants frowned upon employees accruing meal period
26 penalties, Defendants' management pressured employees to record compliant meal periods on
27 their timesheets, upon threat of discipline, regardless of whether they had received a
28 compliant meal period or not, in order to strictly limit the meal penalties that would need to be

1 paid by Defendants.

2 78. Third, Defendants did not provide Plaintiff and class members with second 30-
3 minute meal periods on days that they worked in excess of 10 hours in one day. For example,
4 during the relevant time period, Plaintiff worked shifts in excess of 10 hours in one day at
5 least twice per week and never took a second meal period. Plaintiff and class members did
6 not sign valid meal period waivers on days that they were entitled to meal periods and were
7 not relieved of all duties.

8 79. Moreover, Defendants had a company-wide policy of requiring all newly hired
9 employees to sign blanket meal period waivers at or near their time of hire. Defendants took
10 the position that non-exempt, hourly paid employees had waived their rights to first and/or
11 second meal periods for the entirety of their employment and, on that basis, did not provide
12 them with all meal periods to which they were entitled. Furthermore, Defendants' "Meal
13 Period Waiver (5.01-6.00 Hour Shift)" and "Meal Period Waiver (8-12 Hour Shift)" forms
14 require employees to provide written notice should they wish to revoke the waiver.
15 Defendants' presumption that meal periods would not be provided for shifts in excess of five
16 (5) hours but less than six (6) hours and/or for shifts in excess of ten (10) hours but less than
17 twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and
18 imposition on employees to revoke the waivers in writing, discouraged and impeded Plaintiff
19 and class members from taking all meal periods to which they were entitled.

20 80. Furthermore, an employer's obligation to provide a meal period is only
21 "triggered" when the employer "employs an employee for a work period of more than five
22 hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits
23 anyone to work for a full five hours, its meal break obligation is triggered.").

24 [A]fter the meal break obligation is triggered . . . an employer is put to a
25 choice: it must (1) afford an off-duty meal period; (2) consent to a mutually
26 agreed-upon waiver if one hour or less will end the shift; or (3) obtain
27 written agreement to an on-duty meal period if circumstances permit.
Failure to do one of these will render the employer liable for premium pay.

28 *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants

1 required Plaintiff and class members to sign meal period waivers simultaneously at or near
2 their time of hire (as opposed to on a specific work day) renders them invalid and
3 unenforceable, because Defendants' obligation to provide Plaintiff and class members with
4 meal periods did not arise until they had employed them for a full five (5) hours.

5 81. Additionally, the meal period waiver forms state that "the meal period [and the
6 second meal period] may be waived by **mutual consent of both the employer and**
7 **employee.**" (Emphasis added.) However, the blanket meal period waiver forms are only
8 signed by Plaintiff, the employee.

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

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

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

24 **FOURTH CAUSE OF ACTION**

25 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 26 **(Against all Defendants)**

27 85. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
28 and every allegation set forth above.

1 86. At all relevant times herein set forth, the applicable IWC Wage Order and
2 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class
3 members' employment by Defendants.

4 87. At all relevant times, the applicable IWC Wage Order provides that "[e]very
5 employer shall authorize and permit all employees to take rest periods, which insofar as
6 practicable shall be in the middle of each work period" and that the "rest period time shall be
7 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
8 hours or major fraction thereof" unless the total daily work time is less than three and one-half
9 (3 ½) hours.

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

21 89. During the relevant time period, Defendants regularly failed to authorize and
22 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
23 period worked or major fraction thereof. As with meal periods, Defendants' company-wide
24 policies and/or practices of understaffing, including adopting a single-staffing model for
25 certain positions, assignment of heavy workloads, and pressure to meet deadlines prevented
26 Plaintiff and class members from being relieved of all duty in order to take their rest periods.
27 Defendants also failed to schedule rest periods, which, coupled with Defendants' failure to
28 provide adequate rest period coverage, further led to Plaintiff and class members not being

1 authorized and permitted to take compliant rest periods.

2 90. Moreover, on information and belief, Defendants maintained a company-wide
3 on-premises rest period policy, which effectively required that Plaintiff and/or class members
4 remain on Defendants' premises during their rest periods. Because Plaintiff and/or class
5 members were restricted from leaving the premises during rest periods, they were denied the
6 ability to use their rest periods freely for their own purposes, such as running personal errands.
7 Thus, Defendants effectively maintained control over Plaintiff and/or class members during
8 rest periods.

9 91. As a result of Defendants' practices and policies, Plaintiff and class members
10 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
11 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
12 Plaintiff had to forego most of her rest periods due to her heavy workload and a lack of rest
13 period coverage.

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

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

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1 **FIFTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage**
3 **Statements and Failure to Maintain Accurate Payroll Records**
4 **(Against all Defendants)**

5 94. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

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

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

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

28 98. The wage statement deficiencies also include, among other things, failing to list

1 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
2 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
3 for which employees were paid; failing to list the name of the employee and only the last four
4 digits of his or her social security number or an employee identification number other than a
5 social security number; failing to list the name and address of the legal entity that is the
6 employer; and/or failing to state all hours worked as a result of not recording or stating hours
7 worked off-the-clock.

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

18 100. California Labor Code section 1198 provides that the maximum hours of work
19 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
20 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
21 employment of any employees for longer hours than those fixed by the order or under
22 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
23 Wage Order, employers are required to keep accurate time records showing when the
24 employee begins and ends each work period and meal period. During the relevant time
25 period, Defendants engaged in company-wide practices and/or policies of failing to record
26 actual hours worked, and thereby failed to keep accurate records of work period and meal
27 period start and end times for Plaintiff and Subclass members, in violation of section 1198.
28 Furthermore, in light of Defendants’ failure to provide Plaintiff and Subclass members with

1 second 30-minute meal periods to which they were entitled, Defendants kept no records of
2 meal start and end times for second meal periods.

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

7 **SIXTH CAUSE OF ACTION**

8 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon**
9 **Termination**
10 **(Against all Defendants)**

11 102. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
12 and every allegation set forth above.

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

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

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

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

SEVENTH CAUSE OF ACTION

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

(Against all Defendants)

107. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

108. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premiums that were not timely paid to Plaintiff and class members during their employment.

109. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed.

110. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

111. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section

1 204 provides that the requirements of this section are deemed satisfied by the payment of
2 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
3 seven (7) calendar days following the close of the payroll period.

4 112. During the relevant time period, Defendants willfully failed to pay Plaintiff and
5 class members all wages due including, but not limited to, overtime wages, minimum wages,
6 and/or meal and rest period premiums, within the time periods specified by California Labor
7 Code section 204.

8 113. Defendants' failure to timely pay Plaintiff and class members all wages due
9 violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover
10 from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

11 EIGHTH CAUSE OF ACTION

12 Violation of California Labor Code § 2802—Unpaid Business-Related Expenses 13 (Against all Defendants)

14 114. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
15 and every allegation set forth above.

16 115. At all times herein set forth, California Labor Code section 2802 provides that
17 an employer must reimburse employees for all necessary expenditures and losses incurred by
18 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
19 to prevent employers from passing off their cost of doing business and operating expenses on
20 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
21 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen
22 tools or equipment are required by the employer or are necessary to the performance of a job,
23 such tools and equipment shall be provided and maintained by the employer, except that an
24 employee whose wages are at least two (2) times the minimum wage provided herein may be
25 required to provide and maintain hand tools and equipment customarily required by the trade
26 or craft."

27 116. First, during the relevant time period, Defendants, on a company-wide basis,
28 required Plaintiff and class members to use their personal mobile devices, including, but not

1 limited to, cellular phones, and/or mobile data to carry out their job duties but failed to fully
2 reimburse them for the costs of their work-related mobile device and/or mobile data expenses.
3 For example, Plaintiff was required to use her personal cellular phone regularly to
4 communicate with clients, coworkers, and supervisors. Although Defendants required
5 Plaintiff and class members to use their personal mobile devices and/or mobile data to carry
6 out their work-related duties, Defendants failed to fully reimburse them for all of their costs
7 incurred.

8 117. Second, during the relevant time period, Defendants had a company-wide
9 policy of requiring Plaintiff and class members to utilize their own personal vehicles to carry
10 out company business, but failed to fully reimburse them for all costs of travel, including
11 mileage. For example, once per week, Plaintiff was required to drive to Bethune Middle
12 School approximately five (5) miles away in Los Angeles, California (155 W. 69th Street, Los
13 Angeles, California 90003) to undergo COVID-19 testing. As a further example, Plaintiff was
14 required to drive to Edison School approximately 6.5 miles away in Los Angeles, California
15 (6500 Hooper Avenue, Los Angeles, California 90001) to conduct therapy sessions. Although
16 Defendants required Plaintiff and class members to utilize their own vehicles to carry out their
17 work-related responsibilities, Defendants did not fully reimburse them for all their travel
18 expenses.

19 118. Defendants could have provided Plaintiff and class members with the actual
20 equipment for use on the job, such as company mobile devices and company vehicles, or,
21 Defendants could have reimbursed employees for their mobile device usage, travel expenses,
22 and mileage. Instead, Defendants passed these operating costs off onto Plaintiff and class
23 members. At all relevant times, Plaintiff did not earn at least two (2) times the minimum
24 wage.

25 119. Defendants' company-wide policy and/or practice of not reimbursing
26 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
27 and class members violates California Labor Code section 2802. Defendants have
28 intentionally and willfully failed to reimburse Plaintiff and class members for necessary

1 business-related expenses and costs.

2 120. Plaintiff and class members are entitled to recover from Defendants their
3 business-related expenses incurred during the course and scope of their employment, plus
4 interest.

5 **NINTH CAUSE OF ACTION**

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

7 **(Against all Defendants)**

8 121. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
9 and every allegation set forth above.

10 122. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
11 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
12 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 222.5, 226(a),
13 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section
14 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for
15 violations of those Labor Code sections not found in section 2699.5, including sections 516
16 and 1182.12.

17 123. Defendants’ conduct, as alleged herein, violates numerous sections of the
18 California Labor Code, including, but not limited to, the following:

- 19 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
20 Wage Order for Defendants’ failure to compensate Plaintiff and other
21 aggrieved employees with all required overtime pay, as alleged herein;
- 22 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
23 1198, and the applicable IWC Wage Order for Defendants’ failure to
24 compensate Plaintiff and other aggrieved employees with at least
25 minimum wages for all hours worked, as alleged herein;
- 26 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
27 applicable IWC Wage Order for Defendants’ failure to provide Plaintiff
28 and other aggrieved employees with meal periods, as alleged herein;

- 1 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
2 applicable IWC Wage Order for Defendants' failure to authorize and
3 permit Plaintiff and other aggrieved employees to take rest periods, as
4 alleged herein;
- 5 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
6 IWC Wage Order for failure to provide accurate and complete wage
7 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 8 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
9 IWC Wage Order for failure to maintain payroll records, as alleged
10 herein;
- 11 (g) Violation of Labor Code sections 201 and 202 for failure to pay all
12 earned wages upon termination, as alleged herein;
- 13 (h) Violation of Labor Code section 204 for failure to pay all earned wages
14 during employment, as alleged herein;
- 15 (i) Violation of Labor Code section 222.5 for failure to pay for cost of
16 mandatory medical and/or physical examinations, as set forth below;
17 and
- 18 (j) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
19 and other aggrieved employees for all business expenses necessarily
20 incurred, as alleged herein.

21 124. At all relevant times herein, California Labor Code section 222.5 requires
22 employers to pay for the costs an employee incurs for obtaining any medical or physical
23 examination taken pursuant to any law or regulation.

24 125. During the relevant time period, Defendants implemented, on a company-wide
25 basis, an employer-imposed requirement that Plaintiff and other aggrieved employees undergo
26 mandatory weekly COVID-19 testing, but required them to do so at their own expense. As
27 stated, Defendants had a company-wide policy requiring that Plaintiff and other aggrieved
28 employees travel to testing locations on their own time and use their own means of

1 transportation to undergo COVID-19 testing. At all times, Defendants were in control of
2 determining the scope of the testing.

3 126. However, Defendants did not compensate Plaintiff and other aggrieved
4 employees for the time they spent traveling to and from the testing locations, for the time they
5 spent undergoing the COVID-19 testing, or reimburse them for the travel expenses they
6 incurred driving to and from the testing locations.

7 127. Defendants' policy and/or practice of not paying for all costs Plaintiff and other
8 aggrieved employees incurred obtaining mandatory COVID-19 testing is in violation of
9 California Labor Code section 222.5. Plaintiff and other aggrieved employees are entitled to
10 recover civil penalties, pursuant to Labor Code sections 2699(a), (f), and (g).

11 **TENTH CAUSE OF ACTION**

12 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

13 **Unlawful Business Practices**

14 **(Against all Defendants)**

15 128. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
16 and every allegation set forth above.

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

20 130. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
21 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
22 suffered injury in fact and has lost money as a result of Defendants' unlawful business
23 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
24 meaning of Code of Civil Procedure section 1021.5.

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

28 132. A violation of California Business & Professions Code sections 17200, *et seq.*

1 may be predicated on the violation of any state or federal law. In the instant case, Defendants'
2 policies and practices have violated state law in at least the following respects:

- 3 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
4 class members, to work overtime without paying them proper
5 compensation in violation of California Labor Code sections 510 and
6 1198, and the applicable IWC Wage Order, as alleged herein;
- 7 (b) Failing to pay at least minimum wage to Plaintiff and class members in
8 violation of California Labor Code sections 1182.12, 1194, 1197,
9 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
10 herein;
- 11 (c) Failing to provide all meal periods to Plaintiff and class members in
12 violation of California Labor Code sections 226.7, 512(a), 516, and
13 1198, and the applicable IWC Wage Order, as alleged herein;
- 14 (d) Failing to authorize and permit Plaintiff and class members to take all
15 rest periods in violation of California Labor Code sections 226.7, 516,
16 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 17 (e) Failing to provide Plaintiff and class members with accurate wage
18 statements and failing to maintain accurate payroll records in violation
19 of California Labor Code sections 226(a), 1174(d), and 1198, and the
20 applicable IWC Wage Order, as alleged herein;
- 21 (f) Failing to timely pay all earned wages to Plaintiff and class members in
22 violation of California Labor Code section 204, as alleged herein;
- 23 (g) Failing to pay the costs of mandatory medical or physical examinations
24 in violation of California Labor Code section 222.5, as set forth below;
25 and
- 26 (h) Failing to reimburse Plaintiff and class members for all business
27 expenses necessarily incurred in violation of California Labor Code
28 section 2802, as alleged herein.

1 133. At all relevant times herein set forth, California Labor Code section 222.5
2 requires employers to pay for the costs an employee incurs for obtaining any required medical
3 or physical examination.

4 134. During the relevant period, Defendants implemented, on a company-wide basis,
5 an employer-imposed requirement that Plaintiff and class members undergo mandatory
6 weekly COVID-19 testing, but required them to do so at their own expense. As stated,
7 Defendants had a company-wide policy requiring that Plaintiff and class members travel to
8 testing locations on their own time and use their own means of transportation to undergo
9 COVID-19 testing. At all times, Defendants were in control of determining the scope of the
10 testing.

11 135. However, Defendants did not compensate Plaintiff and class members for the
12 time they spent traveling to and from the testing locations, for the time they spent undergoing
13 the COVID-19 testing, or reimburse them for the travel expenses they incurred driving to and
14 from the testing locations. Defendants' policy and/or practice of not paying for all costs
15 Plaintiff and class members incurred obtaining mandatory COVID-19 testing is in violation of
16 California Labor Code section 222.5.

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

21 137. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
22 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
23 Defendants during a period that commences four years prior to the filing of the initial
24 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
25 Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of
26 Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

27 //

28 //

1 **ELEVENTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

3 **Unfair Business Practices**

4 **(Against all Defendants)**

5 138. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 139. Defendants are “persons” as defined by California Business & Professions
8 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
9 and/or associations.

10 140. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
11 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
12 injury in fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff
13 seeks to enforce important rights affecting the public interest within the meaning of Code of
14 Civil Procedure section 1021.5.

15 141. Defendants’ activities, namely Defendants’ company-wide practice and/or
16 policy of not paying Plaintiff and class members all meal and rest period premiums due to
17 them under California Labor Code section 226.7, deprived Plaintiff and class members of the
18 compensation guarantee and enhanced enforcement implemented by section 226.7. The
19 statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to
20 compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v.*
21 *Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7
22 were guaranteed to Plaintiff and class members as part of their employment with Defendants,
23 and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an
24 unfair business practice in violation of California Business & Professions Code sections
25 17200, *et seq.* (*Id.*)

26 142. A violation of California Business & Professions Code sections 17200, *et seq.*
27 may be predicated on any unfair business practice. In the instant case, Defendants’ policies
28 and practices have violated the spirit of California’s meal and rest period laws and constitute

1 acts against the public policy behind these laws.

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

9 **REQUEST FOR JURY TRIAL**

10 Plaintiff requests a trial by jury.

11 **PRAYER FOR RELIEF**

12 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment
13 against Defendants, jointly and severally, as follows:

14 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
15 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff
16 reserves the right to amend her prayer for relief to seek a different amount.

17 **Class Certification**

- 18 2. That this case be certified as a class action;
19 3. That Plaintiff be appointed as the representative of the Class and Subclass;
20 4. That counsel for Plaintiff be appointed as class counsel.

21 **As to the First Cause of Action**

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

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

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

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

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

5 **As to the Second Cause of Action**

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

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

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

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

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

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

18 **As to the Third Cause of Action**

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

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

25 18. For all actual, consequential, and incidental losses and damages, according to
26 proof;

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

28 20. For pre-judgment interest on any unpaid meal period premiums from the date

1 such amounts were due, or as otherwise provided by law;

2 21. For attorneys' fees pursuant to California Code of Civil Procedure section
3 1021.5, or as otherwise provided by law; and

4 22. For such other and further relief as the Court may deem equitable and
5 appropriate.

6 **As to the Fourth Cause of Action**

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

10 24. That the Court make an award to the Plaintiff and class members of one (1) hour
11 of pay at each employee's regular rate of pay for each workday that a rest period was not
12 authorized and permitted;

13 25. For all actual, consequential, and incidental losses and damages, according to
14 proof;

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

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

18 28. For attorneys' fees pursuant to California Code of Civil Procedure section
19 1021.5, or as otherwise provided by law; and

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

22 **As to the Fifth Cause of Action**

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

27 31. For all actual, consequential, and incidental losses and damages, according to
28 proof;

- 1 32. For injunctive relief pursuant to California Labor Code section 226(h);
2 33. For statutory penalties pursuant to California Labor Code section 226(e);
3 34. For attorneys' fees and costs pursuant to California Labor Code section
4 226(e)(1); and
5 35. For such other and further relief as the Court may deem equitable and
6 appropriate.

7 **As to the Sixth Cause of Action**

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

12 37. For all actual, consequential and incidental losses and damages, according to
13 proof;

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

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

18 40. For attorneys' fees pursuant to California Code of Civil Procedure section
19 1021.5, or as otherwise provided by law; and

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

22 **As to the Seventh Cause of Action**

23 42. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members
25 overtime wages, minimum wages, and/or meal and rest period premiums during their
26 employment;

27 43. For all actual, consequential and incidental losses and damages, according to
28 proof;

1 44. For statutory penalties according to proof pursuant to California Labor Code
2 section 210;

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

5 46. For attorneys' fees pursuant to California Code of Civil Procedure section
6 1021.5, or as otherwise provided by law; and

7 47. For such other and further relief as the Court may deem equitable and
8 appropriate.

9 **As to the Eighth Cause of Action**

10 48. That the Court declare, adjudge and decree that Defendants violated California
11 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-
12 related expenses and costs incurred by Plaintiff and class members;

13 49. For unpaid business-related expenses and such general and special damages as
14 may be appropriate;

15 50. For pre-judgment interest on any unpaid business-related expenses from the
16 date such amounts were due, or as otherwise provided by law;

17 51. For all actual, consequential, and incidental losses and damages, according to
18 proof;

19 52. For attorneys' fees and costs pursuant to California Labor Code section
20 2802(c), or as otherwise provided by law; and

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

23 **As to the Ninth Cause of Action**

24 54. That the Court declare, adjudge and decree that Defendants violated the
25 following California Labor Code provisions as to Plaintiff and/or other aggrieved employees:
26 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and
27 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
28 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and

1 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
2 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
3 earned wages upon termination); 204 (by failing to timely pay all earned wages during
4 employment); 222.5 (by failing to pay for costs of mandatory medical and/or physical
5 examinations); and 2802 (by failing to reimburse business expenses);

6 55. For civil penalties pursuant to the California Labor Code, including sections
7 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code
8 sections 201, 202, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197,
9 1197.1, 1198, and 2802;

10 56. For attorneys' fees and costs pursuant to California Labor Code section
11 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
12 Labor Code sections 201, 202, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12,
13 1194, 1197, 1197.1, 1198, and 2802;

14 57. For pre-judgment and post-judgment interest as provided by law; and

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

17 **As to the Tenth Cause of Action**

18 59. That the Court declare, adjudge and decree that Defendants' conduct of failing
19 to provide Plaintiff and class members all overtime wages due to them, failing to provide
20 Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and
21 class members all meal periods, failing to authorize and permit Plaintiff and class members to
22 take all rest periods, failing to provide Plaintiff and class members accurate and complete
23 wage statements, failing to maintain accurate payroll records for Plaintiff and class members,
24 failing to timely pay Plaintiff and class members all earned wages during employment, failing
25 to pay the costs of mandatory medical or physical examinations, and failing to reimburse
26 Plaintiff and class members for business-related expenses, constitutes an unlawful business
27 practice in violation of California Business and Professions Code sections 17200, *et seq.*;

28 60. For restitution of unpaid wages to Plaintiff and all class members and

1 prejudgment interest from the day such amounts were due and payable;

2 61. For the appointment of a receiver to receive, manage and distribute any and all
3 funds disgorged from Defendants and determined to have been wrongfully acquired by
4 Defendants as a result of violations of California Business & Professions Code sections
5 17200, *et seq.*;

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

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

10 **As to the Eleventh Cause of Action**

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

15 65. For restitution of the statutory benefits under California Labor Code section
16 226.7 unfairly withheld from Plaintiff and class members and prejudgment interest from the
17 day such amounts were due and payable;

18 66. For the appointment of a receiver to receive, manage and distribute any and all
19 funds disgorged from Defendants and determined to have been wrongfully acquired by
20 Defendants as a result of violations of California Business & Professions Code sections
21 17200, *et seq.*;

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

24 68. For pre-judgment and post-judgment interest as provided by law; and

25 //

26 //

27 //

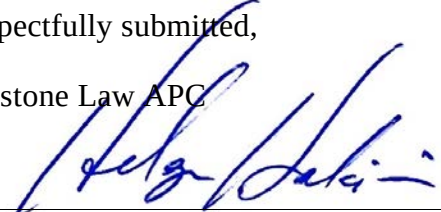
28 //

1 69. For such other and further relief as the Court may deem equitable and
2 appropriate.

3
4 Dated: February 20, 2024

Respectfully submitted,

Capstone Law APC

6
7 By: 

Orlando Villalba

Helga Hakimi

Joseph D. Parsons

Attorneys for Plaintiff Isoke Nabawi

EXHIBIT “1”



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Los Angeles, California 90067
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MAO SHIOKURA
310.712.8030 Direct
Mao.Shiokura@capstonelawyers.com

December 14, 2023

VIA ONLINE SUBMISSION

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

Subject: *Isoke Nabawi v. Special Service for Groups, Inc.*

Dear PAGA Administrator:

This office represents Isoke Nabawi in connection with her claims under the California Labor Code. Ms. Nabawi was an employee of SPECIAL SERVICE FOR GROUPS, INC. ("SSG").

The employer may be contacted directly at the address below:

SPECIAL SERVICE FOR GROUPS, INC.
905 E. 8TH ST.
LOS ANGELES, CA 90021

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

SSG employed Ms. Nabawi as a non-exempt, hourly paid Mental Health Therapist II from approximately March 2022 to February 2023. Ms. Nabawi worked at SSG's location in Los Angeles, California. During her employment, Ms. Nabawi typically worked eight (8) to eleven (11) hours per day and five (5) days per week. Ms. Nabawi's job duties included, without limitation, conducting therapy sessions with children and adult clients, recording notes for all therapy sessions, and participating in community outreach.

SSG has committed one or more of the following Labor Code violations against Ms. Nabawi, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

SSG’s Company-Wide and Uniform Payroll and HR Practices

SPECIAL SERVICE FOR GROUPS, INC. is a California corporation providing a variety of social and psychological services, including, but not limited to, mental and behavioral health treatment, homeless services, HIV treatment and prevention, and occupational therapy throughout California. Upon information and belief, SSG maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Los Angeles, California, for all non-exempt, hourly paid employees working for SSG in California, including Ms. Nabawi and other aggrieved employees. At all relevant times, SSG issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Nabawi and other aggrieved employees, regardless of their location or position.

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

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

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

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

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

First, during the relevant time period, SSG had a policy and/or practice of discouraging and impeding Ms. Nabawi and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, in order to limit the amount of overtime employees could accrue. As stated in SSG's "Overtime Policy," "[a]ll overtime must be authorized by [non-exempt employees'] Supervisor in advance. Any employee working unauthorized overtime will be subject to discipline." SSG's policy and/or practice was to require employees to complete timesheets online and/or fill out handwritten timesheets at the end of each pay period, and to submit them to management for review and approval. SSG's management also required Ms. Nabawi and other aggrieved employees to record only the scheduled shift start-times and shift end-times instead of their actual hours worked to limit overtime hours employees were eligible to be compensated for. To the extent SSG's timekeeping policies have taken away time worked that was eligible for overtime, Ms. Nabawi and other aggrieved employees have been denied overtime pay for all hours worked.

Alternatively, SSG had, and continues to have, a company-wide policy and/or practice of failing to record hours worked by their employees. Instead, on information and belief, SSG's policy and/or practice is to simply pay employees, including Ms. Nabawi and other aggrieved employees, for the hours they are scheduled to work. Because SSG failed to accurately record their actual hours worked, Ms. Nabawi and other aggrieved employees were not paid for all hours worked before or after their scheduled shifts.

Moreover, during the relevant time period, because SSG discouraged overtime accrual, Ms. Nabawi and other aggrieved employees were required to complete certain tasks before their scheduled shifts without being compensated for the time they worked. For example, in order to meet SSG's expectations of completing daily tasks within her scheduled hours, approximately twice per week, Ms. Nabawi would report to work about 2-2.5 hours before her scheduled shift start-time in order to finish her assigned duties, such as typing up session notes, returning calls, following up with and discharging clients, and checking in with the case manager and her supervisor. However, Ms. Nabawi was not allowed to record this time spent working.

Second, during the relevant period, SSG implemented, on a company-wide basis, an employer-imposed requirement that Ms. Nabawi and other aggrieved employees undergo mandatory COVID-19 health screenings, testing, and/or temperature checks outside of their scheduled shifts and/or before clocking in for their scheduled shifts. SSG required employees, including Ms. Nabawi and other aggrieved employees, to undergo weekly COVID-19 testing, which led to employees having to complete this testing before or after their shifts, or on off-days, but SSG did not compensate them for this time. For example, Ms. Nabawi would spend about 30 minutes traveling to and from the COVID-19 testing site and undergoing weekly, mandatory COVID-19 testing before her scheduled shifts, but was not paid by SSG for this time. Even though SSG required these health screenings, testing, and/or temperature checks, SSG did not provide Ms. Nabawi and other aggrieved employees a mechanism to record this time worked so they could be compensated for the time spent undergoing mandatory health screenings, testing, and/or temperature checks.

Third, SSG maintained and implemented a company-wide policy of requiring all employees to travel to a Live Scan provider on their own time and using their own personal vehicles to undergo a mandatory fingerprint-based background check. At all times, SSG was in control of scheduling the time period for the fingerprinting and selecting the Live Scan provider or operator where the fingerprinting was to take place. For example, SSG gave Ms. Nabawi strict instructions to obtain fingerprinting, and Ms. Nabawi underwent the fingerprinting for the sole benefit of SSG. Ms. Nabawi followed SSG's instructions, spent time traveling to and from SSG's designated Live Scan provider, Big Fish Bail Bonds & Live Scan in Inglewood, California, and spent additional time

waiting at the facility and undergoing the requisite fingerprinting. However, SSG did not compensate Ms. Nabawi and other aggrieved employees for the time they spent traveling to and from the Live Scan providers or operators and undergoing the fingerprinting.

Fourth, SSG had, and continues to have, company-wide policies and/or practices of understaffing and assigning heavy workloads, including pressuring employees to meet deadlines and adopting a single-staffing model for certain positions, like Mental Health Therapist II for the Black Visions of Wellness program, which resulted in a lack of meal period coverage and prevented Ms. Nabawi and other aggrieved employees from taking all uninterrupted meal periods to which they were entitled. Moreover, SSG has a practice of failing to adhere to a schedule for meal periods, which further caused Ms. Nabawi and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result of SSG's policy of understaffing and/or single-staffing, Ms. Nabawi and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, Ms. Nabawi worked through her entire meal period 3-4 times per week to meet the demands of her workload and to meet SSG's deadlines, such as recording and turning in therapy session notes within three (3) days of when the session occurred for a caseload of 20-27 clients. Additionally, many of Ms. Nabawi's meal periods were cut short due to the heavy workload and SSG's deadlines. Consequently, Ms. Nabawi and other aggrieved employees were required to work through their meal periods and/or had their unpaid meal periods interrupted or cut short in order to complete their assigned duties, time for which they were not paid.

Fifth, SSG had, and continues to have, a policy and/or practice of requiring that Ms. Nabawi and other aggrieved employees carry their personal mobile devices and respond to requests and questions from supervisors at all times. As a result, SSG's management contacted Ms. Nabawi and other aggrieved employees during unpaid meal periods to discuss work-related matters. For example, during many meal periods, Ms. Nabawi's supervisor would call to ask her to meet and discuss work matters. SSG knew or should have known that Ms. Nabawi and other aggrieved employees were performing work while off-the-clock in order to meet SSG's expectations, but failed to compensate them for this time.

Sixth, because SSG frowned upon employees accruing meal period penalties, SSG's management pressured employees to record compliant meal periods on their timesheets, upon threat of discipline, even when they had not received compliant meal periods. Thus, SSG did not record all hours worked during meal periods, and Ms. Nabawi and other aggrieved employees performed work during meal periods for which they were not paid.

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

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

aggrieved employees worked overtime and received these other forms of pay, SSG failed to pay all overtime wages by paying a lower overtime rate than required.

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

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

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11040(2)(K) (defining "Hours Worked").

As set forth above, during the relevant time period, SSG maintained a company-wide policy and/or practice of limiting overtime accrual and pressuring employees to record only their scheduled hours on online or handwritten timesheets rather than hours actually worked, thereby shorting Ms. Nabawi and other aggrieved employees for work performed outside their scheduled shifts. As set forth above, pursuant to this policy, Ms. Nabawi and other aggrieved employees performed various work-related tasks while off-the-clock before their shifts, including typing up session notes, returning calls, communicating with clients and supervisors regarding work-related matters, and traveling to/from and undergoing fingerprinting and COVID-19 testing. Alternatively, SSG had a company-wide policy and/or practice of only paying Ms. Nabawi and other aggrieved employees for their scheduled shifts, rather than their actual hours worked, because SSG failed to track hours worked outside of their scheduled shifts.

Additionally, as set forth above, due to SSG's company-wide practices of understaffing and single-staffing certain positions, assigning heavy workloads and pressuring employees to meet deadlines, failing to adhere to a schedule for meal periods, and subsequent lack of meal period coverage, Ms. Nabawi and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Further, in order to prevent employees from accruing meal penalties, SSG pressured Ms. Nabawi and other aggrieved employees record on their timesheets that they took compliant meal periods regardless of whether they had received compliant meal periods or not, in order to strictly limit penalties that would need to be paid by SSG. Thus, SSG did not accurately record all hours worked during meal periods, and Ms. Nabawi and other aggrieved employees performed work during meal periods for which they were not paid.

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

Accordingly, SSG regularly failed to pay at least minimum wages to Ms. Nabawi and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Nabawi and other aggrieved employees are entitled to

recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

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

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant time period, as stated, SSG had, and continues to have, a company-wide policy and/or practice of understaffing, including adopting a single-staffing model for certain positions, which, combined with the assignment of heavy workloads, pressure to meet deadlines, and failure to adhere to a schedule for meal periods, resulted in a lack of meal period coverage and prevented Ms. Nabawi and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. For example, Ms. Nabawi missed her meal periods entirely 3-4 times per week to meet the demands of her workload and meet SSG's deadlines, such as recording and turning in therapy session notes within three (3) days of when the session occurred for a caseload of 20-27 clients. Ms. Nabawi's meal periods were also often late and/or cut short due to the heavy workload and SSG's deadlines. Thus, Ms. Nabawi and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods.

Moreover, as stated, SSG had, and continues to have, a company-wide policy and/or practice of requiring that Ms. Nabawi and other aggrieved employees respond to their personal mobile devices at all times, including during meal periods. As a result, SSG's management contacted Ms. Nabawi and other aggrieved employees on their personal phones during meal periods to discuss work-related matters.

Second, because SSG frowned upon employees accruing meal period penalties, SSG's management pressured employees to record compliant meal periods on their timesheets, upon threat of discipline, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal penalties that would need to be paid by SSG.

Third, SSG did not provide Ms. Nabawi and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. For example, during the relevant time period, Ms. Nabawi worked shifts in excess of 10 hours in one day at least twice per week and never took a second meal period. Ms. Nabawi and other aggrieved employees did not sign

valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, SSG had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. SSG took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Furthermore, SSG's "Meal Break Waiver (5.01-6.00 Hour Shift)" and "Meal Period Waiver (8-12 Hour Shift)" forms require employees to provide written notice should they wish to revoke the waiver. SSG's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke the waivers in writing, discouraged and impeded Ms. Nabawi and other aggrieved employees from taking all meal periods to which they were entitled.

Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

[A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That SSG requires Ms. Nabawi and other aggrieved employees to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because SSG's obligation to provide Ms. Nabawi and other aggrieved employees with meal periods did not arise until they had employed them for a full five (5) hours.

Additionally, the meal period waiver forms state that "the meal period [and the second meal period] may be waived by **mutual consent of both the employer and employee.**" (Emphasis added.) However, the blanket meal period waiver forms are only signed by Ms. Nabawi, the employee.

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

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

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

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

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

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

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

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

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

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

for all missed rest periods. Alternatively, to the extent that SSG did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, SSG did not pay other aggrieved employees at the correct rate of pay for premiums because SSG failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration in the regular rate of pay.

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

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

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

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

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

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

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

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

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, SSG engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period start and end times for Ms. Nabawi and other aggrieved employees in violation of section 1198. Furthermore, in light of SSG’s failure to provide Ms. Nabawi and other aggrieved employees with second 30-minute meal periods to which they were entitled, SSG kept no records of meal start and end times for second meal periods.

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

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

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

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment

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

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

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

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

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

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

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

Violation of California Labor Code § 222.5 – Failure to Pay for Costs of Mandatory Medical and/or Physical Examinations

At all times herein set forth, California Labor Code section 222.5 requires employers to pay for the costs an employee incurs for obtaining any required medical or physical examination.

During the relevant period, SSG implemented, on a company-wide basis, an employer-imposed requirement that Ms. Nabawi and other aggrieved employees undergo mandatory weekly COVID-19 testing, but required them to do so at their own expense. As stated, SSG had a company-wide policy requiring that Ms. Nabawi and other aggrieved employees travel to medical facilities on their own time and use their own means of transportation to undergo COVID-19 testing. At all times, SSG was in control of determining the scope of the testing.

However, SSG did not compensate Ms. Nabawi and other aggrieved employees for the time they spent traveling to and from the testing locations, for the time they spent undergoing the COVID-19 testing, or reimburse them for the travel expenses they incurred driving to and from the testing

locations. SSG's policy and/or practice of not paying for all costs Ms. Nabawi and other aggrieved employees incurred obtaining mandatory COVID-19 testing is in violation of California Labor Code section 222.5.

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

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

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Pursuant to California Labor Code section 246(b)(4), employers must provide no less than 24 hours or three (3) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Further, Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

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

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

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

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

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

First, during the relevant time period, SSG had a company-wide policy of requiring Ms. Nabawi and other aggrieved employees to utilize their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but SSG failed to fully reimburse them for the costs of their work-related mobile device expenses. For example, Ms. Nabawi was required to use her personal cellular phone regularly to communicate with clients, coworkers, and supervisors. Although SSG required Ms. Nabawi and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related duties, SSG failed to reimburse them for all of these costs.

Second, during the relevant time period, SSG had a company-wide policy of requiring Ms. Nabawi and other aggrieved employees to utilize their own personal vehicles to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, once per week, Ms. Nabawi was required to drive to Bethune Middle School approximately five (5) miles away in Los Angeles, California (155 W. 69th Street, Los Angeles, California 90003) to undergo COVID-19 testing. As a further example, Ms. Nabawi was required to drive to Edison School approximately 6.5 miles away in Los Angeles, California (6500 Hooper Avenue, Los Angeles, California 90001) to conduct therapy sessions. Although SSG required Ms. Nabawi and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, SSG failed to reimburse them for their mileage or travel expenses.

SSG could have provided Ms. Nabawi and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and company vehicles, or, SSG could have reimbursed employees for their mobile device usage, mileage, and travel expenses. Instead, SSG passed these operating costs off onto Ms. Nabawi and other aggrieved employees. At all relevant times, Ms. Nabawi did not earn at least two (2) times the minimum wage.

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

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” SSG, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Nabawi’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Nabawi seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Nabawi, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against SSG for

violations of California Labor Code sections 201, 202, 204, 222.5, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

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

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

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

Best Regards,

A handwritten signature in black ink, appearing to read "Mao Shiokura", with a stylized flourish at the end.

Mao Shiokura

Copy: SPECIAL SERVICE FOR GROUPS, INC. (via U.S. Certified Mail)

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



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PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **February 20, 2024**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Herbert K. Hatanaka
905 E 8th St.
Los Angeles, CA 90021

Registered Agent for Defendant:
SPECIAL SERVICE FOR GROUPS, INC.

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

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

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

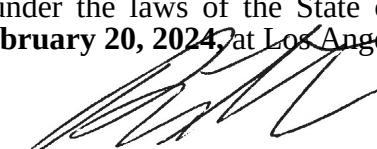
☐ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **February 20, 2024**, at Los Angeles, California.

Riley McIntire

Type/Print Name



Signature