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David W. Slayton,
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Attorneys for Plaintiff ASWAAD TARIQ BALDEROS,
on behalf of himself and all others similarly situated

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

ASWAAD TARIQ BALDEROS, on
behalf of himself and all others similarly
situated aggrieved employees,

Plaintiffs,

v.

AUTISM LEARNING PARTNERS,
LLC, a Delaware limited liability
company; and Does 1 to 10, inclusive,

Defendants.

PAGA-ONLY ACTION

Case No.: **24STCV04512**

**COMPLAINT FOR CIVIL PENALTIES
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT (Labor Code §§ 2698, et seq.)
for:**

1. Failure To Pay All Wages;
2. Failure To Pay All Minimum Wages;
3. Failure To Pay All Overtime Wages;
4. Failure To Pay All Overtime Wages At
The Legal Overtime Pay Rate;
5. Failure To Pay Reporting Time Pay;
6. Failure To Provide All Meal Periods;
7. Failure To Authorize And Permit All Paid
Rest Periods;
8. Failure To Reimburse For All Business
Expenses;
9. Failure To Pay Sick Pay At The Legal Pay
Rate;
10. Failure To Timely Furnish Accurate
Itemized Wage Statements;
11. Derivative Violations Of Labor Code §§
201-202; and
12. Independent Violations Of Labor Code §§
201-202

Plaintiff Aswaad Tariq Balderos, on behalf the State of California and all other similarly
situated aggrieved employees ("Plaintiff"), complains and alleges as follows against Defendant
Autism Learning Partners, LLC, and Does 1 to 10 ("Defendants"). Plaintiff is informed and
believes, and on the basis of that information and belief, alleges as follows:

1 I.

2 **INTRODUCTION**

3 1. This is a representative action seeking recovery of civil penalties under the Private
4 Attorneys General Act of 2004 (“PAGA”), California Labor Code (Labor Code) §§ 2698, et seq.
5 PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of
6 themselves and other aggrieved current and former employees to recover civil penalties for
7 Defendants’ violations of the Labor Code.

8 2. The acts complained of herein occurred, occur and will occur, at least in part,
9 within the time period from one year preceding the date of the filing of the original notice with
10 the Labor and Workforce Development Agency (“LWDA”) as alleged herein, up to and through
11 the time of trial for this matter although this should not automatically be considered the statute of
12 limitations for any cause of action herein.

13 3. The relevant job titles held by the California citizens in this action are Defendants’
14 non-exempt employees, who were subjected to Defendants’ policies and practices as described
15 herein (the “aggrieved employees”).

16 4. With regard to the aggrieved employees, Defendants have:

- 17 a. Failed to pay straight time, minimum, and/or overtime wages for all hours
18 worked;
- 19 b. Failed to pay state-mandated minimum wages for all hours worked;
- 20 c. Failed to pay all state-mandated overtime wages for all overtime hours
21 worked;
- 22 d. Failed to pay all overtime wages at the legal overtime pay rate;
- 23 e. Failed to pay the legal reporting time pay;
- 24 f. Failed to provide all required meal periods;
- 25 g. Failed to authorize and permit all paid required rest periods;
- 26 h. Failed to reimburse for all work-related expenses;
- 27 i. Failed to pay sick pay at the legal pay rate;
- 28 j. Failed to timely furnish accurate itemized wage statements;

1 k. Derivatively violated Labor Code §§ 201-202;

2 l. Independently violated Labor Code §§ 201-202; and

3 m. As a result of these violations, incurred penalties under Labor Code §§ 2698,
4 et seq.

5 5. Such policies and practices, as described herein, violate the Labor Code, and
6 therefore trigger civil penalties under Labor Code §§ 2698, et seq. Therefore, Plaintiff Aswaad
7 Tariq Balderos, on behalf of all other similarly situated aggrieved employees, brings this
8 representative PAGA action for violations of the Labor Code, seeking penalties for the violations
9 alleged herein, reasonable attorney's fees and costs, and other relief as deemed proper.

10 **II.**

11 **PARTIES**

12 **PLAINTIFF ASWAAD TARIQ BALDEROS**

13 6. Plaintiff Aswaad Tariq Balderos is an individual over the age of 18 and is now
14 and/or at all times mentioned in this Complaint was a citizen of the State of California.

15 7. Plaintiff Aswaad Tariq Balderos worked for Defendants as a non-exempt employee
16 from approximately May 24, 2021, to May 5, 2023, in Downey, California, which is in Los
17 Angeles County, California.

18 **DEFENDANT AUTISM LEARNING PARTNERS, LLC**

19 8. Defendant Autism Learning Partners, LLC, is now and/or at all times mentioned in
20 this Complaint was a Delaware limited liability company and the owner and operator of an
21 industry, business and/or facility licensed to do business and actually doing business in the State
22 of California.

23 **DOES 1 TO 10, INCLUSIVE**

24 9. Does 1 to 10, inclusive are now, and/or at all times mentioned in this Complaint
25 were licensed to do business and/or actually doing business in California.

26 10. Plaintiff does not know the true names or capacities, whether individual, partner
27 or corporate, of Does 1 to 10, inclusive and for that reason, Does 1 to 10 are sued under such
28 fictitious names under California Code of Civil Procedure § 474.

1 11. Plaintiff will seek leave of court to amend this Complaint to allege such names and
2 capacities as soon as they are ascertained.

3 ALL DEFENDANTS

4 12. Defendants, and each of them, are now and/or at all times mentioned in this
5 Complaint were in some manner legally responsible for the events, happenings and circumstances
6 alleged in this Complaint.

7 13. Defendants, and each of them, proximately subjected Plaintiff and all other
8 similarly situated aggrieved employees to the unlawful practices, wrongs, complaints, injuries
9 and/or damages alleged in this Complaint.

10 14. Defendants, and each of them, are now and/or at all times mentioned in this
11 Complaint were the agents, servants, and/or employees of some or all other Defendants, and
12 vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all
13 times mentioned in this Complaint were acting within the course and scope of that agency,
14 servitude, and/or employment.

15 15. Defendants, and each of them, are now and/or at all times mentioned in this
16 Complaint were members of and/or engaged in a joint venture, partnership, and common
17 enterprise, and were acting within the course and scope of, and in pursuance of said joint
18 venture, partnership, and common enterprise.

19 16. Defendants, and each of them, at all times mentioned in this Complaint concurred
20 and contributed to the various acts and omissions of each and every one of the other Defendants
21 in proximately causing the complaints, injuries, and/or damages alleged in this Complaint.

22 17. Defendants, and each of them, at all times mentioned in this Complaint approved
23 of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in
24 this Complaint.

25 18. Defendants, and each of them, at all times mentioned in this Complaint aided and
26 abetted the acts and omissions of each and every one of the other Defendants thereby
27 proximately causing the damages alleged in this Complaint.

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III.

JURISDICTION AND VENUE

19. The California Superior Court has jurisdiction in this matter due to Defendants' aforementioned violations of California statutory law and/or related common law principles.

20. The California Superior Court also has jurisdiction in this matter because the dollar amount of the civil penalties sought herein exceed the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof.

21. The California Superior Court also has jurisdiction in this matter because during their employment with Defendants, Plaintiff Aswaad Tariq Balderos and all other similarly situated aggrieved employees herein were all California citizens. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law.

22. Venue is proper in Los Angeles County under Code of Civil Procedure §§ 395(a) and 395.5 in that liability arose there because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts business, and/or has an agent therein.

IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PENALTIES UNDER LABOR CODE § 2699

(On Behalf of the Aggrieved Employees)

(Against All Defendants)

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

A. FAILURE TO PAY ALL WAGES

24. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages, including straight time and overtime, in a timely fashion for their work.

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

5 26. Labor Code § 1182.12, effective July 1, 2014, states, “Notwithstanding any other
6 provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not
7 less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all
8 industries shall be not less than ten dollars (\$10) per hour.” Further, under Labor Code §
9 1182.12(b)(1)(A), for any employer who employs 26 or more employees, the minimum wage
10 shall be as follows: “From January 1, 2017, to December 31, 2017, inclusive, - ten dollars and
11 fifty cents (\$10.50) per hour.” Under Labor Code § 1182.12(b)(1)(B), for any employer who
12 employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2018,
13 to December 31, 2018, inclusive, - eleven dollars (\$11) per hour.” Under Labor Code §
14 1182.12(b)(1)(C), for any employer who employs 26 or more employees, the minimum wage
15 shall be as follows: “From January 1, 2019, to December 31, 2019, inclusive, - twelve dollars
16 (\$12) per hour.” Under Labor Code § 1182.12(b)(1)(D), for any employer who employs 26 or
17 more employees, the minimum wage shall be as follows: “From January 1, 2020, to December
18 31, 2020, inclusive, - thirteen dollars (\$13) per hour.” Under Labor Code § 1182.12(b)(1)(E), for
19 any employer who employs 26 or more employees, the minimum wage shall be as follows:
20 “From January 1, 2021, to December 31, 2021, inclusive, - fourteen dollars (\$14) per hour.”
21 Finally, under Labor Code § 1182.12(b)(1)(F), for any employer who employs 26 or more
22 employees, the minimum wage shall be as follows: “From January 1, 2022, and until adjusted by
23 subdivision (c) - fifteen dollars (\$15) per hour.”

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

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

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

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

- 8 a. Administered a uniform company policy and practice as to the pay policies
- 9 regarding Plaintiff and all other similarly situated aggrieved employees; and
- 10 b. Suffered and/or permitted Plaintiff and all other similarly situated aggrieved
- 11 employees to work without paying for all time they were under Defendants'
- 12 control including but not limited to performing work-related tasks off the
- 13 clock such as driving to and from one client's location to another or to a
- 14 secondary location.

15 31. Because Defendants required Plaintiff and all other similarly situated aggrieved
16 employees to remain under Defendants' control without paying therefor, this resulted in Plaintiff
17 and all other similarly situated aggrieved employees earning less than the legal minimum wage
18 in the State of California.

19 **B. FAILURE TO PAY MINIMUM WAGES**

20 32. Labor Code § 204 establishes the fundamental right of all employees in the State
21 of California to be paid wages, including straight time and overtime, in a timely fashion for their
22 work.

23 33. Labor Code § 1182.12, effective July 1, 2014, states: "Notwithstanding any other
24 provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not
25 less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all
26 industries shall be not less than ten dollars (\$10) per hour." Further, pursuant to Labor Code §
27 1182.12(b)(1)(A), for any employer who employs 26 or more employees, the minimum wage
28 shall be as follows: "From January 1, 2017, to December 31, 2017, inclusive, - ten dollars and

fifty cents (\$10.50) per hour.” Pursuant to Labor Code §1182.12(b)(1)(B), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2018, to December 31, 2018, inclusive, - eleven dollars (\$11) per hour.” Pursuant to Labor Code § 1182.12(b)(1)(C), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2019, to December 31, 2019, inclusive, - twelve dollars (\$12) per hour.” Pursuant to Labor Code § 1182.12(b)(1)(D), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2020, to December 31, 2020, inclusive, - thirteen dollars (\$13) per hour.” Pursuant to Labor Code § 1182.12(b)(1)(E), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2021, to December 31, 2021, inclusive, - fourteen dollars (\$14) per hour.” Finally, pursuant to Labor Code § 1182.12(b)(1)(F), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2022, and until adjusted by subdivision (c) - fifteen dollars (\$15) per hour.”

34. Labor Code § 1194(a) states in pertinent part: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage ... is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage..., including interest thereon, reasonable attorney’s fees, and costs of suit.”

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

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

- a. Administered a uniform company policy and practice as to the pay policies regarding Plaintiff and all other similarly situated aggrieved employees; and
- b. Suffered and/or permitted Plaintiff and all other similarly situated aggrieved employees to work and/or controlled them without paying at least minimum wage for all time they were under Defendants’ control.

37. As such, Defendants required Plaintiff and all other similarly situated aggrieved employees to remain under Defendants’ control without paying therefore, which resulted in

1 Plaintiff and all other similarly situated aggrieved employees earning less than the legal
2 minimum wage in the State of California.

3 38. Defendants' pattern and practice in uniform administration of corporate policy
4 regarding Defendants' failure to pay the legal minimum wage to Plaintiff and all other similarly
5 situated aggrieved employees as described herein is unlawful and creates entitlement, pursuant to
6 Labor Code § 1194(a), to recovery by Plaintiff and all other similarly situated aggrieved
7 employees, in a civil action, for the unpaid balance of the full amount of the unpaid minimum
8 wages owed, calculated as the difference between the straight time compensation paid and the
9 applicable minimum wage, including interest thereon.

10 39. Under Labor Code §1194.2(a) (which provides that in any action under Labor
11 Code §1194, an employee shall be entitled to recover liquidated damages), Plaintiff and all other
12 similarly situated aggrieved employees seek recovery of liquidated damages in an amount equal
13 to the wages unlawfully unpaid and interest thereon.

14 40. Under Labor Code § 218.6, Labor Code § 1194(a) and Civil Code § 3287,
15 Plaintiff and all other similarly situated aggrieved employees seek recovery of pre-judgment
16 interest on all amounts recovered herein.

17 41. Under Labor Code § 218.5 and/or Labor Code § 1194(a) Plaintiff and all other
18 similarly situated aggrieved employees request that the Court award reasonable attorneys' fees
19 and costs incurred by them in this action.

20 **C. FAILURE TO PAY ALL OVERTIME WAGES**

21 42. Labor Code § 204 establishes the fundamental right of all employees in the State
22 of California to be paid wages, including straight time and overtime, in a timely fashion for their
23 work.

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

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1 44. The “regular rate of pay” includes “all [applicable] remuneration paid to, or on
2 behalf of the employee.” (29 U.S.C. § 207(3).) California law applies this standard for
3 determining an employee’s regular rate of pay for overtime calculation purposes.

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

- 6 a. Administered a uniform company policy and practice regarding the payment
7 of wages, including overtime and bonuses, to Plaintiff and all other similarly
8 situated aggrieved employees;
- 9 b. Suffered and/or permitted Plaintiff and all other similarly situated aggrieved
10 employees to work and/or controlled them in excess of eight hours per
11 workday and/or 40 hours per workweek;
- 12 c. Failed to pay Plaintiff and all other similarly situated aggrieved employees for
13 all work accomplished in excess of eight hours per workday and/or 40 hours
14 per workweek at the appropriate overtime rate, reflecting all applicable forms
15 of remuneration, including but not limited to said bonuses, as required by law.

16 **D. FAILURE TO PAY ALL OVERTIME WAGES AT THE LEGAL OVERTIME**
17 **PAY RATE**

18 46. Labor Code § 204 establishes the fundamental right of all employees in the State
19 of California to be paid wages, including straight time and overtime, in a timely fashion for their
20 work.

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

25 48. The “regular rate of pay” includes “all [applicable] remuneration paid to, or on
26 behalf of the employee.” (29 U.S.C. § 207(3).) California law applies this standard for
27 determining an employee’s regular rate of pay for overtime calculation purposes.

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

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

- 8 a. Administered a uniform company policy and practice regarding the payment
9 of wages, including overtime, commissions, and bonuses, to Plaintiff and all
10 other similarly situated aggrieved employees;
- 11 b. Suffered and/or permitted Plaintiff and all other similarly situated aggrieved
12 employees to work and/or controlled them in excess of eight hours per
13 workday and/or 40 hours per workweek;
- 14 c. Paid Plaintiff and all other similarly situated aggrieved employees non-
15 discretionary pay, including but not limited to shift differentials; and
- 16 d. Failed to pay Plaintiff and all other similarly situated aggrieved employees for
17 all work performed in excess of eight per workday and/or 40 hours per week
18 at the appropriate overtime rate, reflecting all applicable forms of
19 remuneration, including but not limited to said commissions and/or bonuses,
20 as required by law.

21 51. Therefore, as a matter of Defendants’ established company policy, Defendants
22 violated Labor Code §§ 204, 510(a), and/or 1194 by failing to always pay Plaintiff and all other
23 similarly situated aggrieved employees all overtime wages at the legal overtime pay rate.

24 **E. REPORTING TIME PAY**

25 52. Labor Code § 204 establishes the fundamental right of all employees in the State
26 of California to be paid wages in a timely fashion for their work.

27 53. Under Labor Code § 1198, it is unlawful to employ persons for longer than the
28 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC

1 Wage Order(s).

2 54. The IWC Wage Order(s) § 5(A) states, "Each workday an employee is required to
3 report for work and does report, but is not put to work or is furnished less than half said
4 employee's usual or scheduled day's work, the employee shall be paid for half the usual or
5 scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at
6 the employee's regular rate of pay, which shall not be less than the minimum wage."

7 55. The IWC Wage Order(s) § 5(B) states, "If an employee is required to report for
8 work a second time in any one workday and is furnished less than two (2) hours of work on the
9 second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of
10 pay, which shall not be less than the minimum wage.

11 56. Defendants regularly required Plaintiff and all other similarly situated aggrieved
12 employees to report for work at their scheduled reporting time and then did not put them to work
13 and/or furnished less than half of Plaintiff and all other similarly situated aggrieved employees'
14 usual or scheduled day's work.

15 57. At no time when Defendants did not pay the legally requisite Reporting Time Pay
16 were the provisions of the IWC Wage Orders § 5(C) or (D) applicable, in that Defendants' acts
17 were not the cause of threats to employees or property, public utility failures, Acts of God, or
18 other causes not within Defendants' control or employees on paid standby status.

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

21 59. Administered a uniform company policy and practice regarding the payment of
22 wages, including reporting time pay, to Plaintiff and all other similarly situated aggrieved
23 employees;

- 24 a. Required Plaintiff and all other similarly situated aggrieved employees to
25 report for work at their scheduled reporting time and then did not put them to
26 work and/or furnished less than half of their usual or scheduled day's work;
27 and

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1 b. Failed to pay for half the usual or scheduled day's work (at least two hours) at
2 the regular rate of pay.

3 60. Therefore, as a matter of Defendants' established company policy, Defendants
4 violated Labor Code §§ 204 and/or 1198 and/or Section 5 of the IWC Wage Order(s) by failing
5 to always pay Plaintiff and all other similarly situated aggrieved employees the full and correct
6 reporting time pay.

7 **F. FAILURE TO PROVIDE ALL MEAL PERIODS**

8 61. Labor Code § 204 establishes the fundamental right of all employees in the State
9 of California to be paid wages, including straight time and overtime, in a timely fashion for their
10 work.

11 62. Labor Code § 226.7(b) provides "An employer shall not require an employee to
12 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
13 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
14 Safety and Health Standards Board, or the Division of Occupational Safety and Health."

15 63. Labor Code § 512 provides "An employer may not employ an employee for a
16 work period of more than five hours per day without providing the employee with a meal period
17 of not less than 30 minutes, except that if the total work period per day of the employee is no
18 more than six hours, the meal period may be waived by mutual consent of both the employer and
19 employee. An employer may not employ an employee for a work period of more than 10 hours
20 per day without providing the employee with a second meal period of not less than 30 minutes,
21 except that if the total hours worked is no more than 12 hours, the second meal period may be
22 waived by mutual consent of the employer and the employee only if the first meal period was not
23 waived."

24 64. Labor Code § 516 provides that the Industrial Welfare Commission "may adopt or
25 amend working condition orders with respect to break periods, meal periods, and days of rest for
26 any workers in California consistent with the health and welfare of those workers."

27 65. Section 11(D) of the IWC Wage Orders provides "If an employer fails to provide
28 an employee a meal period in accordance with the applicable provisions of this Order, the

1 employer shall pay the employee one (1) hour of pay at the employee's regular rate of
2 compensation for each work day that the meal period is not provided.”

3 66. On one or more occasions, Plaintiff and all other similarly situated aggrieved
4 employees worked over 5 hours per shift and therefore were entitled to an uninterrupted meal
5 period of not less than 30 minutes prior to exceeding 5 hours of employment.

6 67. Further, on one or more occasions, Plaintiff and at least some similarly situated
7 aggrieved employees worked over 10 hours per shift and therefore were entitled to an
8 uninterrupted second meal period of not less than 30 minutes prior to exceeding 10 hours of
9 employment.

10 68. As a matter of Defendants’ established company policy, Defendants failed to
11 always provide legally-complaint meal periods. These violations were caused by, inter alia,
12 Defendants’ failure to timely relieve Plaintiff and similarly situated aggrieved employees from
13 all duties and Defendants’ failure to relinquish control over how employees spend their break
14 time.

15 69. Plaintiff and all other similarly situated aggrieved employees did not validly or
16 legally waive their meal periods, by mutual consent with Defendants or otherwise.

17 70. Any written agreement with Defendants agreeing to an on-the-job paid meal
18 period was invalid because the nature of the work does not support on-duty meal periods.

19 71. Therefore, as a matter of Defendants’ established company policy, Defendants
20 failed to always comply with the meal period requirements established by Labor Code §§ 204,
21 226.7, 512, and 516 and Section 11 of the IWC Wage Order(s) by failing to always provide
22 Plaintiff and all other similarly situated aggrieved employees with a first and in some cases a
23 second legally compliant meal period.

24 **G. FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS**

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

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

4 74. Section 12(A) of the IWC Wage Order(s) states, “Every employer shall authorize
5 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
6 of each work period. The authorized rest period time shall be based on the total hours worked
7 daily at the rate of 10 minutes net rest time per 4 hours or major fraction thereof. However, a rest
8 period need not be authorized for employees whose total daily work time is less than 3 ½ hours.
9 Authorized rest period time shall be counted as hours worked for which there shall be no
10 deduction from wages.”

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

15 76. Plaintiff and all other similarly situated aggrieved employees sometimes worked
16 over 4 hours per shift. Further, Plaintiff and all other similarly situated aggrieved employees
17 sometimes worked over 6 hours per shift, and in some cases over 10 hours per shift.

18 77. Plaintiff and all other similarly situated aggrieved employees were entitled to a
19 rest period of not less than 10 minutes for every 4 hours of work, or major fraction thereof.

20 78. As a matter of Defendants’ established company policy, Defendants failed to
21 always authorize and permit legally-compliant rest periods. These violations were caused by,
22 inter alia, Defendants’ failure to timely relieve Plaintiff and similarly situated aggrieved
23 employees from all duties and Defendants’ failure to relinquish control over how employees
24 spend their break time.

25 79. Therefore, as a matter of Defendants’ established company policy, Defendants
26 failed to always authorize and permit all legally-complaint rest periods established by Labor
27 Code §§ 226.7 and 516 and Section 12 of the IWC Wage Order(s).

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1 **H. FAILURE TO REIMBURSE FOR ALL BUSINESS EXPENSES**

2 80. Under Labor Code § 450(a), “no employer...may compel or coerce any
3 employee... to patronize his or her employer, or any other person, in the purchase of any thing of
4 value.”

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

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

12 83. As a matter of Defendants’ established company policy, Plaintiff and all other
13 similarly situated aggrieved employees were and are required by Defendants to personally incur
14 necessary expenditures in direct consequence of the discharge of their duties, including but not
15 limited to use of personal mobile devise, use of personal computer and internet for work-related
16 tasks, use of their personal vehicles (including but not limited to mileage), and damage to
17 personal items.

18 84. Defendants failed to fully and reasonably reimburse Plaintiff and all other
19 similarly situated aggrieved employees for all necessary expenditures at a reasonable rate,
20 including but not limited to the aforementioned expenditures.

21 85. Therefore, as a matter of Defendants’ established company policy, Defendants
22 failed to always comply with the reimbursement requirements established by Labor Code § 2802.

23 **I. FAILURE TO PAY SICK PAY AT THE LEGAL PAY RATE**

24 86. Labor Code § 246(a) states: “(a) An employee who, on or after July 1, 2015,
25 works in California for the same employer for 30 or more days within a year from the
26 commencement of employment is entitled to paid sick days as specified in this section.”

27 87. Labor Code § 246(b)(1) states: “An employee shall accrue paid sick days at the
28 rate of not less than one hour per every 30 hours worked, beginning at the commencement of

1 employment or the operative date of this article, whichever is later, subject to the use and accrual
2 limitations set forth in this section.”

3 88. Labor Code § 246(l) states: “For the purposes of this section, an employer shall
4 calculate paid sick leave using any of the following calculations:

5 a. Paid sick time for nonexempt employees shall be calculated in the same
6 manner as the regular rate of pay for the workweek in which the employee
7 uses paid sick time, whether or not the employee actually works overtime in
8 that workweek.

9 b. Paid sick time for nonexempt employees shall be calculated by dividing the
10 employee’s total wages, not including overtime premium pay, by the
11 employee’s total hours worked in the full pay periods of the prior 90 days of
12 employment.

13 c. Paid sick time for exempt employees shall be calculated in the same manner
14 as the employer calculates wages for other forms of paid leave time.”

15 89. Defendants, as a matter of established company policy and procedure, at each and
16 every one of the individual facilities owned and/or operated by Defendants, during the relevant
17 time period:

18 a. Administered a uniform company policy and practice as to the pay policies
19 regarding Plaintiff and all other similarly situated aggrieved employees; and

20 b. Failed to pay Plaintiff and all other similarly situated aggrieved employees for
21 paid sick days in a manner that fully complies with Labor Code § 246(l).

22 90. Defendants’ pattern, practice, and uniform administration of corporate policy
23 regarding illegal employee compensation as described herein is unlawful and creates an
24 entitlement, under Labor Code §§ 246, 248.5, and/or 2699, et seq., to recovery by Plaintiff and
25 all other similarly situated aggrieved employees, in a civil action, to the extent allowed by law.

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1 **J. FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE**
2 **STATEMENTS**

3 91. Labor Code § 226(a) states in pertinent part, “An employer, semimonthly or at the
4 time of each payment of wages, shall furnish to his or her employee, either as a detachable part
5 of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by
6 personal check or cash, an accurate itemized statement in writing showing (1) gross wages
7 earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the
8 number of piece-rate units earned and any applicable piece rate if the employee is paid on a
9 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
10 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
11 dates of the period for which the employee is paid, (7) the name of the employee and only the
12 last four digits of his or her social security number or an employee identification number other
13 than a social security number, (8) the name and address of the legal entity that is the employer
14 and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the
15 name and address of the legal entity that secured the services of the employer, and (9) all
16 applicable hourly rates in effect during the pay period and the corresponding number of hours
17 worked at each hourly rate by the employee....”

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

23 93. Therefore, under Labor Code § 226(a) and the IWC Wage Orders § 7(A),
24 California employers are required to maintain accurate records pertaining to the total hours
25 worked for Defendants by Plaintiff and all other similarly situated aggrieved employees,
26 including but not limited to, beginning and ending of each work period, meal period and split
27 shift interval, the total daily hours worked, and the total hours worked per pay period and
28 applicable rates of pay.

1 94. As set forth herein in prior causes of action, Defendants allegedly failed to pay
2 Plaintiff and all other similarly situated aggrieved employees all wages due and owing.

3 95. Under *Lopez v. Friant & Associates, LLC* (2017) 15 Cal.App.5th 773, employers
4 who fail to provide accurate itemized wage statements are subject to PAGA penalties even when
5 the mistake is inadvertent and/or promptly corrected, and even if employees admittedly suffered
6 no injury; said employees are permitted to recover PAGA penalties without needing to prove the
7 “injury” and “knowing and intentional” elements of a Labor Code § 226(e) claim.

8 96. As a derivative result of this failure to pay wages and as a pattern and practice in
9 violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants did not and do
10 not maintain accurate records pertaining to the total hours worked for Defendants by Plaintiff
11 and all other similarly situated aggrieved employees, including but not limited to (1) gross wages
12 earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or
13 (5) all applicable hourly rates in effect during each respective pay period and the corresponding
14 number of hours worked at each hourly rate by each respective individual.

15 **K. DERIVATIVE VIOLATIONS OF LABOR CODE §§ 201-202**

16 97. Labor Code § 203 provides that if an employer willfully fails to pay, without
17 abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an
18 employee who is discharged or who quits, the wages of the employee shall continue at the same
19 rate, for up to 30 days from the due date thereof, until paid or until an action therefore is
20 commenced.

21 98. Plaintiff and all other similarly situated aggrieved employees are no longer
22 employed by Defendants as they were either discharged from or quit Defendants’ employ.

23 99. Defendants had a consistent and uniform policy, practice and procedure of
24 willfully failing to pay the earned wages of Defendants’ former employees, as set forth above,
25 according to amendment or proof.

26 100. As set forth above, Defendants willfully failed to pay Plaintiff and all other
27 similarly situated aggrieved employees their entire wages due and owing at the time of their
28 termination or within 72 hours of their resignation and failed to pay those sums for up to 30 days

1 thereafter.

2 101. Defendants' willful failure to pay wages to Plaintiff and all other similarly
3 situated aggrieved employees violates Labor Code §§ 201 and 202 because Defendants knew or
4 should have known wages were due to Plaintiff and all other similarly situated aggrieved
5 employees, as set forth above, but Defendants failed to pay them.

6 **L. INDEPENDENT VIOLATIONS OF LABOR CODE §§ 201-202 REGARDING**
7 **LATE FINAL PAY**

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

13 103. Plaintiff and all other similarly situated aggrieved employees are no longer
14 employed by Defendants as they were either discharged from or quit Defendants' employ.

15 104. Defendants had a consistent and uniform policy, practice and procedure of
16 willfully failing to timely pay the earned wages of Defendants' former employees, according to
17 amendment or proof.

18 105. For example, Plaintiff, Aswaad Tariq Balderos resigned on May 5, 2023.
19 However, thereafter he did not receive his final check until May 19, 2023.

20 106. As such, Defendants willfully failed to pay Plaintiff and all other similarly
21 situated aggrieved employees all wages due and owing at the time of their termination and/or
22 within 72 hours of their resignation.

23 107. Defendants' willful failure to pay wages to Plaintiff and all other similarly
24 situated aggrieved employees violates Labor Code §§ 201 and 202 because Defendants knew or
25 should have known wages were due to Plaintiff and all other similarly situated aggrieved
26 employees, as set forth above, but Defendants failed to pay them.

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1 **M. PENALTIES ASSESSED UNDER LABOR CODE § 2699**

2 108. Under Labor Code § 2699(a) (which provides that any provision of the Labor
3 Code that provides for a civil penalty to be assessed and collected by the LWDA, or any of its
4 departments, divisions, commissions, board agencies or employees, such civil penalties may, as
5 an alternative, be recovered through a civil action brought by an aggrieved employee on behalf
6 of himself or herself and other current or former employees) and Labor Code § 2699(f) (which
7 establishes a civil penalty for violations of all Labor Code provisions except those for which a
8 civil penalty is specifically provided), Plaintiff and all other similarly situated aggrieved
9 employees seek recovery of all applicable civil penalties, as follows:

- 10 a. As applicable, for civil penalties under Labor Code § 2699(f), for all
11 violations of the Labor Code except for those for which a civil penalty is
12 specifically provided, in the amount of \$100 for each aggrieved employee per
13 pay period for the initial violation; and \$200 for each aggrieved employee per
14 pay period for each subsequent violation;
- 15 b. As applicable, civil penalties under Labor Code § 558 (in addition to and
16 entirely independent and apart from any other penalty provided in the Labor
17 Code), for violations of Labor Code §§ 500-556, in the amount of \$50 for
18 each underpaid aggrieved employee for each pay period the aggrieved
19 employee was underpaid, and \$100 for each subsequent violation for each
20 underpaid employee for each pay period for which the employee was
21 underpaid;
- 22 c. As applicable, for civil penalties under Labor Code § 1197.1 (in addition to
23 and entirely independent and apart from any other penalty provided in the
24 Labor Code), for violations of Labor Code §§ 1194 and 1197, in the amount
25 of \$100 for each underpaid aggrieved employee for each pay period the
26 aggrieved employee was intentionally underpaid, and \$250 for each
27 subsequent violation for each underpaid aggrieved employees regardless of
28 whether the initial violation was intentionally committed;

- 1 d. As applicable, for civil penalties under Labor Code § 210 (in addition to and
2 entirely independent and apart from any other penalty provided in the Labor
3 Code), for each employee who is/was not paid wages in accordance with
4 Labor Code §§ 204 and 204b in the amount of a civil penalty of \$100 for each
5 aggrieved employee per pay period for each initial violation, and \$200 for
6 each aggrieved employee per pay period for each subsequent violation;
- 7 e. As applicable, for civil penalties under Labor Code § 226.3 (in addition to and
8 entirely independent and apart from any other penalty provided in the Labor
9 Code), for each violation of Labor Code § 226(a), in the amount of \$250 for
10 each aggrieved employee per pay period for each violation and \$1,000 for
11 each aggrieved employee per pay period for each subsequent violation; and
- 12 f. As applicable, for any and all additional civil penalties and sums as provided
13 by the Labor Code and/or other relevant statutes.

14 109. In addition, Plaintiffs seek and are entitled to 75% of all penalties obtained under
15 Labor Code § 2699 to be allocated to the LWDA, for education of employers and employees
16 about their rights and responsibilities under the Labor Code, and 25% to Plaintiff and all other
17 similarly situated aggrieved employees.

18 110. Further, Plaintiffs are entitled to recover reasonable attorneys' fees and costs
19 under Labor Code § 2699(g)(1) and any other applicable statute.

20 111. Labor Code § 2699.3(a) states in pertinent part, "A civil action by an aggrieved
21 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision
22 listed in Section 2699.5 shall commence only after the following requirements have been met:
23 (1)(A) The aggrieved employee or representative shall give written notice by online filing with
24 the Labor and Workforce Development Agency and by certified mail to the employer of the
25 specific provisions of this code alleged to have been violated, including the facts and theories to
26 support the alleged violation."

27 112. Labor Code § 2699.3(a) further states in pertinent part, "(2)(A) The agency shall
28 notify the employer and the aggrieved employee or representative by certified mail that it does

1 not intend to investigate the alleged violation within 60 calendar days of the postmark date of the
2 notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided
3 within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the
4 aggrieved employee may commence a civil action pursuant to Section 2699.”

5 113. Labor Code § 2699.3(c)(1) states in pertinent part, “A civil action by an aggrieved
6 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision
7 other than those listed in Section 2699.5 or Division 5 (commencing with Section 6300) shall
8 commence only after the following requirements have been met: (1) (A) The aggrieved
9 employee or representative shall give written notice by online filing with the Labor and
10 Workforce Development Agency and by certified mail to the employer of the specific provisions
11 of this code alleged to have been violated, including the facts and theories to support the alleged
12 violation.”

13 114. Labor Code § 2699.3(c) further states in pertinent part, “(2)(A) The employer may
14 cure the alleged violation within 33 calendar days of the postmark date of the notice. The
15 employer shall give written notice by certified mail within that period of time to the aggrieved
16 employee or representative and the agency if the alleged violation is cured, including a
17 description of actions taken, and no civil action pursuant to Section 2699 may commence. If the
18 alleged violation is not cured within the 33-day period, the employee may commence a civil
19 action pursuant to Section 2699.”

20 115. Here, Plaintiff’s civil action alleges violations of provisions listed in Labor Code
21 § 2699.5 and violations of provisions other than those listed in Labor Code § 2699.5. As such,
22 Labor Code §§ 2699.3(a) and 2699.3(c) apply to this action.

23 116. On December 19, 2023, Plaintiff complied with Labor Code §§ 2699.3(a) and
24 2699.3(c) in that Plaintiff gave written notice by online filing with the LWDA and by certified
25 mail to Defendants of the specific provisions of the Labor Code alleged to have been violated,
26 including the facts and theories to support the alleged violations. Attached hereto as Exhibit 1 is
27 Plaintiff’s LWDA letter.

28 ///

1 117. As of February 22, 2024 (65 calendar days after Plaintiff's December 19, 2023,
2 LWDA letter was filed online), Plaintiff had not received any notification that the LWDA
3 intended to investigate the alleged violations. As such, Plaintiff has complied with Labor Code §
4 2699.3(a) and have been given authorization therefrom to commence a civil action which
5 includes a cause of action under Labor Code § 2699.

6 118. Further, as of January 21, 2024 (33 calendar days after Plaintiff's December 19,
7 2023, LWDA letter was mailed to Defendant via certified mail), Plaintiff has not received from
8 Defendant written notice by certified mail that the alleged violations have been cured, including
9 a description of actions taken. As such, Plaintiff has complied with Labor Code § 2699.3(c) and
10 have been given authorization therefrom to commence a civil action which includes a cause of
11 action under Labor Code § 2699.

12 **VI.**

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff prays:

15 As to the First Cause of Action for Penalties Under Labor Code § 2699:

16 a. As applicable, for civil penalties under Labor Code § 2699(f), in addition to and
17 entirely independent and apart from other penalties in the Labor Code and for Labor Code
18 violations without a specific civil penalty, in the amount of \$100 for each aggrieved employee
19 per pay period for each violation, and \$200 for each aggrieved employee per pay period for each
20 subsequent violation;

21 b. As applicable, for civil penalties under Labor Code § 558, in addition to and
22 entirely independent and apart from other penalties in the Labor Code, as follows:

23 i. For any initial violation, \$50 for each aggrieved underpaid employee for each
24 pay period for which the employee was underpaid;

25 ii. For each subsequent violation, \$100 for each aggrieved underpaid employee
26 for each pay period for which the employee was underpaid;

27 c. As applicable, for civil penalties under Labor Code § 1197.1, in addition to and
28 entirely independent and apart from other penalties in the Labor Code, as follows:

1 i. For any initial violation that is intentionally committed, \$100 for each
2 aggrieved underpaid employee for each pay period for which the employee
3 was underpaid;

4 ii. For each subsequent violation, regardless of whether the initial violation is
5 intentionally committed, \$250 for each aggrieved underpaid employee for
6 each pay period for which the employee was underpaid;

7 d. As applicable, for civil penalties under Labor Code § 210, in addition to and
8 entirely independent and apart from other penalties in the Labor Code, in the amount of \$100 for
9 each aggrieved employee per pay period for each violation and \$200 for each aggrieved
10 employee per pay period for each subsequent violation;

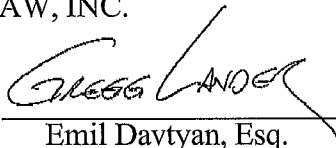
11 e. As applicable, for civil penalties under Labor Code § 226.3, in addition to and
12 entirely independent and apart from other penalties in the Labor Code, in the amount of \$250 for
13 each aggrieved employee per pay period for each violation and \$1,000 for each aggrieved
14 employee per pay period for each subsequent violation;

15 f. As applicable, for reasonable attorneys' fees and costs incurred under Labor Code
16 § 2699(g)(1) and any other applicable statute; and

17 g. For such relief as this Court may deem just and proper.

18 Dated: February 23, 2024

D.LAW, INC.

19
20 By: 

Emil Davtyan, Esq.
Gregg Lander, Esq.
Vanessa M. Ruggles, Esq.
Attorneys for Plaintiffs

EXHIBIT 1

December 19, 2023

Submitted at <https://www.dir.ca.gov> with \$75 filing fee

PAGA Administrator
California Labor and Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: Autism Learning Partners, LLC (“Employer”)

NOTICE OF LABOR CODE VIOLATIONS UNDER LABOR CODE § 2699.3

To: PAGA Administrator, California Labor and Workforce Development Agency, and the Employer

From: Aswaad Tariq Balderos (the “Employee”), who was subjected to the wage and hour practices set forth below

The Employee, by way of the above-named counsel, submits this Notice, under and in compliance with the requirements of California Labor Code §§ 2699.3(a)/(c), and alleges the facts and theories to support the alleged violations as follows:

During the applicable time period, each Employer employed the Employee and all other similarly situated aggrieved employees as non-exempt employees and utilized consistent policies and procedures regarding the Employee and all such other aggrieved employees, as follows:

First, the Employee and other aggrieved employees spent time under the Employer’s control but were not paid wages owed for all work performed. For example, the Employer required the Employee and other aggrieved employees to perform work-related tasks off the clock such as driving to and from one client’s location to another or to a secondary location. In these circumstances, the Employer failed to pay all straight time, minimum, and/or overtime wages due for the time the Employee and other aggrieved employees were subject to the Employer’s control, in violation of Labor Code §§ 510, 1194, 1197, and 1198 and the applicable Industrial Wage Order, and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Second, the Employer failed to pay all minimum wages to the Employee and other aggrieved employees. The Employer paid for certain work times at a rate that was below the minimum wage for the work location of the Employee and other aggrieved employees. For example, the Employer paid the Employee “Administrative” pay that was below the hourly base rate and the minimum wage for where the Employee worked. As a result, the Employee and other aggrieved employees earned less than minimum wage in pay periods. As such, the Employer violated Labor Code §§ 1194, 1197, 1198 and the applicable Industrial Wage Order and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Third, the Employee and other aggrieved employees performed work for the Employer and sometimes worked over eight hours in a day and/or 40 hours in a week. However, the Employer failed to always pay the Employee and other aggrieved employees for all overtime hours worked at the appropriate overtime pay rate. As such, the Employer violated Labor Code §§ 510, 1194, 1197, and 1198 and the applicable Industrial Wage Order and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.



Fourth, the Employer paid the Employee and other aggrieved employees certain forms of non-discretionary pay, including but not limited to "Shift Different." However, the Employer did not include all forms of remuneration in the overtime pay rate when the Employee and other aggrieved employees worked overtime. As such, the Employer violated Labor Code §§ 510, 1194, 1197, 1198 and the applicable Industrial Wage Order and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Fifth, the Employee and other aggrieved employees were required to report to work and then sent home, but when doing so, were sometimes paid for less than half the usual or scheduled day's work at each such employee's regular rate, in violation of the applicable Industrial Wage Order § 5(A)/(B) and Labor Code § 1198. As such, the Employer owes penalties under Labor Code §§ 2699(a)/(f), 1197.1, and/or 558.

Sixth, the Employer failed to timely provide all legally compliant meal breaks (including second meal breaks) to the Employee and other aggrieved employees, because the Employer failed to relinquish all control and/or because meal breaks were missed, interrupted, short and/or late. The Employee and other aggrieved employees routinely worked over five hours but did not always get lawful full thirty-minute uninterrupted meal breaks within the first five hours of their shift. Further, they sometimes worked over ten and/or twelve hours but were not timely provided a legally compliant second meal break. The Employer did not always pay a meal period penalty for these violations. As such, the Employer violated Labor Code §§ 226.7, 512 and 516 and the applicable Industrial Wage Order ¶ 11 and owes penalties under Labor Code §§ 2699(f) and/or 558.

Seventh, the Employer failed to always authorize and permit paid rest breaks to the Employee and other aggrieved employees. The Employee and other aggrieved employees did not always get full ten-minute uninterrupted rest breaks within the first four hours of their shift or major fraction thereof, and each subsequent four hours worked thereafter or major fraction thereof. As such, the Employee and other aggrieved employees were not always authorized and permitted legally compliant rest breaks and were not always provided legally complaint rest breaks. The Employer did not pay a rest period penalty for these violations. As such, the Employer violated Labor Code §§ 226.7 and 516, and the applicable Industrial Wage Order ¶ 12(A)/(B) and owes rest period wages and penalties under Labor Code §§ 2699(f) and/or 558.

Eighth, the Employee and other aggrieved employees incurred expenses while performing reasonable and necessary work-related duties, including but not limited to the use of personal mobile devices, use of personal computer and internet for work-related tasks, use of their personal vehicles (including but not limited to mileage), and damage to personal items. The Employer failed to reimburse for any expenses. As such, the Employer violated Labor Code § 2802 by failing to reimburse the Employee and other aggrieved employees for all business expenses reasonably incurred in the course of their required work duties and owes penalties under Labor Code § 2699(f).

Ninth, the Employer failed to always provide the Employee and other aggrieved employees with paid sick days paid at the regular rate of pay. The Employer paid the Employee and other aggrieved employees certain forms of non-discretionary pay, including but not limited to "Shift Different." However, the Employer did not include all forms of remuneration in the sick pay rate in violation of Labor Code § 246(l). As such, the Employer owes the Employee and other aggrieved employees sick day pay at the regular rate of pay and owes penalties under Labor Code §§ 2699(a)/(f), 248.5, and/or 558.



Tenth, regarding wage statements, under Labor Code § 226 and the applicable Industrial Wage Order, the Employer is required to include certain information on a paystub. Here, because of the Employer failed to pay all wages as set forth above, the Employer issued inaccurate wage statements to the Employee and other aggrieved employees, and the Employer has derivatively violated Labor Code § 226 and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Eleventh, because the Employer failed to pay all wages as set forth above, the Employee and other aggrieved employees are entitled to thirty days of wages at their regular rate of pay for the Employer's failure to pay all wages due upon separation of employment. Therefore, because the Employer failed to pay all wages as set forth above, the Employer derivatively violated Labor Code §§ 201-202, and owes penalties under Labor Code §§ 2699(f) and/or 201-203.

Twelfth, and finally, also regarding waiting time penalties, and in addition to the derivative violations of Labor Code § 203 set forth above, the Employer did not pay the Employee and other separated aggrieved employees all final wages due and owing in a timely manner. For example, the Employee resigned on May 5, 2023. However, the Employer willfully failed to pay the Employee's final wages for over 72 hours, providing checks for final wages on May 19, 2023. Therefore, because the Employer failed to pay all wages as set forth above, the Employer independently violated Labor Code §§ 201-202, and owes penalties under Labor Code §§ 2699(f) and/or 201-203.

Under Labor Code § 2699.3(a)(2)(A), please advise within 65 calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

Further, under Labor Code § 2699.3(c)(2)(A), the Employer may cure the alleged violations within 33 calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

In addition, this letter clearly sets forth the Employee's grievances and proposed remedies, under the Labor Code, PAGA, and otherwise, as set forth above. The Employee would like to engage in reasonable efforts to settle this dispute before filing a civil action against the Employer. The Employee gives the Employer the opportunity, prior to the expiration of the deadline for the LWDA to investigate, to meet the Employee's demands and settle this dispute.

We understand that if we do not receive a response within 65 calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from the Employer that the alleged violations are cured, and/or if the alleged violations are not cured, then the Employee may immediately thereafter commence a civil action against the Employer under Labor Code § 2699.

Thank you for your consideration.

Regards,

Emil Davtyan
Gregg Lander
Vanessa M. Ruggles



PAGA Administrator
Re: Autism Learning Partners, LLC
December 19, 2023
Page 4

cc: (via Certified Mail)

Autism Learning Partners, LLC
c/o OGLETREE, DEAKIN, NASH, SMOAK & STEWARD, P.C.
Natalie Hernandez Catahan, Esq.
695 Town Center Drive
Costa Mesa, CA 92626