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Attorneys for Plaintiffs
LEAH T. HOPSON, MARLEEN MAZARIEGOS, and AMANDA K. PINEDA,
on behalf of themselves and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

LEAH T. HOPSON, MARLEEN
MAZARIEGOS, and AMANDA K. PINEDA, on
behalf of themselves and current and former
aggrieved employees

Plaintiff,

vs.

GLIDE COMMUNITY HOUSING, INC.; and
DOES 1 to 100, inclusive,

Defendants.

Case No.:

CGC-24-613168

PAGA ACTION

**PLAINTIFFS LEAH T. HOPSON,
MARLEEN MAZARIEGOS, AND
AMANDA K. PINEDA'S
COMPLAINT FOR:**

- 1. CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiffs LEAH T. HOPSON, MARLEEN MAZARIEGOS, and
AMANDA K. PINEDA ("Plaintiffs"), who alleges and complains against Defendants GLIDE
COMMUNITY HOUSING, INC.; and DOES 1 to 100, inclusive (collectively "Defendants") as
follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiffs on behalf of the State of California, himself

1 and other current and former aggrieved employees of Defendants who worked as hourly non-
2 exempt employees in California during the relevant time period seeking civil penalties associated
3 with Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all
4 hours worked at the employees' minimum wage rate or overtime rate, failure to provide all legally
5 required and legally compliant meal periods, failure to timely pay earned wages during
6 employment, failure to provide complete and accurate wage statements, failure to timely pay all
7 unpaid wages following separation of employment. Plaintiffs seeks on a representative basis,
8 following notice to the Labor and Workforce Development Agency, civil penalties, reasonable
9 attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of
10 Plaintiffs, the State of California, and others aggrieved.

11 **II. JURISDICTION AND VENUE**

12 2. This Court has jurisdiction over the claims of Plaintiffs and all other current and
13 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
14 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
15 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
16 (\$25,000); Defendants employed Plaintiffs and all other current and former aggrieved California-
17 based hourly non-exempt employees; and the injuries to Plaintiffs and all other current and former
18 aggrieved California-based hourly non-exempt employees occurred in locations throughout
19 California, including but not limited to San Francisco County, including but not limited to, at 333
20 Taylor Street, San Francisco, CA 94102.

21 **III. PARTIES**

22 3. Plaintiffs bring this action as a representative of the Labor and Workforce
23 Development Agency on behalf of themselves and other current and former employees subject to
24 violations of the Labor Code. The named Plaintiffs and the persons on whose behalf this action is
25 filed include current, former and/or future employees of Defendants who work, worked, or will
26 work for Defendants as direct employees as well as temporary employees employed through temp
27 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
28 currently named Plaintiffs are and were domiciled and a resident and citizen of California and was

1 employed by Defendants in an hourly position at Defendants' location in San Francisco.

2 4. Defendant employed Plaintiff LEAH T. HOPSON as an hourly non-exempt
3 employee from in or around May 2023 until on or about August 2023.

4 5. Defendant employed Plaintiff MARLEEN MAZARIEGOS as an hourly non-
5 exempt employee from in or around June 2023 until on or about August 2023.

6 6. Defendant employed Plaintiff AMANDA K. PINEDA as an hourly non-exempt
7 employee from in or around August 2022 until on or about August 2023.

8 7. Plaintiffs are informed and believe and thereon allege that Defendant GLIDE
9 COMMUNITY HOUSING, INC. is authorized to do business within the State of California and is
10 doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times
11 relevant hereto were persons acting on behalf of Defendant GLIDE COMMUNITY HOUSING,
12 INC. in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
13 or policies. Defendant GLIDE COMMUNITY HOUSING, INC. operates in San Francisco County
14 and employed Plaintiffs and aggrieved employees in San Francisco County, including but not
15 limited to, at 333 Taylor Street, San Francisco, CA 94102.

16 8. Plaintiffs are informed and believe and thereon allege that Defendants DOES 1
17 through 50 are corporations, or are other business entities or organizations of a nature unknown to
18 Plaintiffs that employed Plaintiffs and aggrieved California non-exempt employees, permitted
19 Plaintiffs and aggrieved employees to work, and exercised control over the wages, hours and
20 working conditions of employment of Plaintiff and aggrieved employees.

21 9. 8. Plaintiffs are informed and believe and thereon allege that Defendants
22 DOES 51 through 100 are individuals unknown to Plaintiffs. Each of the individual defendants is
23 sued individually and in his or her capacity as an agent, shareholder, owner, representative,
24 manager, supervisor, independent contractor and/or employee of each defendant who violated or
25 caused to be violated the minimum wage and overtime provisions of the Labor Code and/or any
26 provision of the Industrial Welfare Commission's wage orders regulating hours and days of work.

27 10. Plaintiffs are unaware of the true names of Defendants DOES 1 through 100.
28 Plaintiffs sue said defendants by said fictitious names, and will amend this complaint when the

1 true names and capacities are ascertained or when such facts pertaining to liability are ascertained,
2 or as permitted by law or by the Court. Plaintiffs are informed and believe that each of the
3 fictitiously named defendants is in some manner responsible for the events and allegations set
4 forth in this complaint.

5 11. Plaintiffs make the allegations in this complaint without any admission that, as to
6 any particular allegation, Plaintiffs bear the burden of pleading, proving, or persuading and
7 Plaintiffs reserves all of Plaintiffs' right to plead in the alternative.

8 **FIRST CAUSE OF ACTION**

9 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
10 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

11 **(Against all Defendants by Plaintiff)**

12 12. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

13 13. During Plaintiffs 'employment and continuing through the present, Plaintiffs allege
14 Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197,
15 and the applicable Wage Orders.

16 14. Specifically, Defendants have committed the following violations of California
17 Labor Code:

18 15. **Failure to pay wages for all hours worked at the legal minimum wage:**
19 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
20 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
21 which includes all time that an employee is under control of the employer and all time the
22 employee is suffered and permitted to work. This includes the time an employee spends, either
23 directly or indirectly, performing services which inure to the benefit of the employer.

24 16. Labor Code sections 1194 and 1197 require an employer to compensate employees
25 for all "hours worked" at least at a minimum wage rate of pay as established by the IWC and the
26 Wage Orders.

27 17. In this case, Plaintiffs and other current and former aggrieved California-based
28 hourly non-exempt employees worked more minutes per shift than Defendants credited them with

1 having worked. Specifically, Defendants failed to pay Plaintiffs and other current and former
2 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
3 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
4 not limited to,

5 (a) "Rounding down" or "shaving down" Plaintiffs and other current and former
6 aggrieved California-based hourly non-exempt employees total daily hours at the time of their
7 clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter
8 of an hour, to the benefit of Defendants; and

9 (b) Defendant failed to pay Plaintiffs and other current and former aggrieved
10 California-based hourly non-exempt employees' their actual hours worked during their shifts and
11 instead paid Plaintiffs and other current and former aggrieved California-based hourly non-exempt
12 employees by scheduled hours despite that they routinely worked beyond their scheduled hours.

13 18. Therefore, Defendants suffered, permitted, and required Plaintiffs and other current
14 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'
15 control without paying wages for that time. This resulted in Plaintiff sand other current and former
16 aggrieved California-based hourly non-exempt employees working time for which they were not
17 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
18 Wage Order.

19 19. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
20 Defendants employed many of their employees, including Plaintiffs, as hourly non-exempt
21 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
22 which includes all time that an employee is under control of the employer and all time the
23 employee is suffered and permitted to work. This includes the time an employee spends, either
24 directly or indirectly, performing services that inure to the benefit of the employer.'

25 20. Labor Code sections 510 and 1194 require an employer to compensate employees a
26 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty
27 (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

28 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of

work in any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

Labor Code section 510.

21. In this case, Defendants failed to pay Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to,

(a) "Rounding down" or "shaving down" Plaintiffs' and other current and former aggrieved California-based hourly non-exempt employees' total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants; and

(b) Defendant failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees' their actual hours worked during their shifts and instead paid Plaintiff and other current and former aggrieved California-based hourly non-exempt employees by scheduled hours despite that they routinely worked beyond their scheduled hours.

22. The foregoing policies, practices, and/or procedures resulted in time during each workday that Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees were under the control of Defendants but were not compensated. To the extent that the foregoing uncompensated time occurred when Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code sections 510 and 1194 and the applicable Wage Order.

23. **Failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant meal periods:** Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

24. California law requires an employer to authorize or permit an employee an

1 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
2 all duties and the employer relinquishes control over the employee's activities prior to the
3 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 4 at §11; *Brinker*
4 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
5 employee for a work period of more than ten (10) hours per day without providing the employee
6 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
7 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
8 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
9 period is only permitted when: (1) the nature of the work prevents an employee from being
10 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

11 25. If an employer fails to provide an employee a meal period in accordance with the
12 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
13 for each workday that a legally required and compliant meal period was not provided. Labor Code
14 section 226.7; Wage Order 4 at §11.

15 26. In this case, Defendants failed to authorize or permit legally required and compliant
16 meal periods to Plaintiffs and other current and former aggrieved California-based hourly non-
17 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
18 limited to,

19 (a) "Rounding" or "shaving" Plaintiffs' and other current and former aggrieved
20 California-based hourly non-exempt employees' total daily hours at the time of their clock-ins and
21 clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to
22 the benefit of Defendants; and

23 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
24 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes
25 for every five (5) hours worked.

26 27. Additionally, Plaintiffs allege that Defendants maintained a policy, practice, and/or
27 procedure of failing to compensate Plaintiffs and other current and former aggrieved California-
28 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each

1 workday that Plaintiffs and other current and former aggrieved California-based hourly non-
2 exempt employees did not receive legally required and compliant meal periods, in violation of
3 Labor Code section 226.7.

4 28. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiffs
5 and other current and former aggrieved California-based hourly non-exempt employees not
6 receiving wages to compensate them for workdays during which Defendants did not provide them
7 with meal periods in compliance with California law.

8 29. **Failure to timely pay earned wages during employment:** In California, wages
9 must be paid at least twice during each calendar month on days designated in advance by the
10 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
11 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
12 16th and the 26th day of that month and wages earned between the 16th and the last day,
13 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
14 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
15 paid within seven (7) calendar days following the close of the payroll period in which wages were
16 earned. Labor Code section 204(d).

17 30. As a derivative of Plaintiffs' claims above, Plaintiffs allege that Defendants failed
18 to timely pay Plaintiffs' and other current and former aggrieved California-based hourly non-
19 exempt employees' earned wages (including minimum wages, overtime wages, and/or meal period
20 premium wages), in violation of Labor Code section 204. Defendants' aforementioned policies,
21 practices, and/or procedures resulted in their failure to pay Plaintiffs' and other current and former
22 aggrieved California-based hourly non-exempt employees' their earned wages within the
23 applicable time frames outlined in Labor Code section 204.

24 31. **Failure to provide complete and accurate wage statements:** Labor Code section
25 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
26 employee his or her wages, the employer must "furnish each of his or her employees ... an
27 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
28 employee, except for any employee whose compensation is solely based on a salary and who is

1 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
2 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
3 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
4 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
5 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
6 name of the employee and his or her social security number, (8) the name and address of the legal
7 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
8 the corresponding number of hours worked at each hourly rate by the employee.”

9 32. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiffs
10 and other current and former aggrieved California-based hourly non-exempt employees all wages
11 earned (including minimum wages, overtime wages, and/or meal period premium wages),
12 rendered Plaintiff’s and other current and former aggrieved California-based hourly non-exempt
13 employees’ wage statements inaccurate, in violation of Labor Code section 226.

14 33. **Failure to pay employees all wages due at time of termination/resignation:** An
15 employer is required to pay all unpaid wages timely after an employee’s employment ends. The
16 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
17 hours of resignation (Labor Code section 202).

18 34. As a derivative of Plaintiffs’ allegations above, because Defendants failed to pay
19 Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees
20 all their earned wages (including minimum wages, overtime wages, and/or meal period premium
21 wages), Defendants failed to pay those employees timely after each employee’s termination and/or
22 resignation, in violation of Labor Code sections 201, 202, and 203.

23 35. Plaintiffs have complied with the procedures for bringing suit specified in Labor
24 Code section 2699.3. On January 5, 2024, Plaintiffs filed a PAGA Claim Notice with the LWDA
25 and provided notice to Defendants by certified mail which provided notice of the specific
26 provisions of the Labor Code alleged to have been violated, including the facts and theories to
27 support the violations alleged.

28 36. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by

1 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
2 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
3 parties notice within 60 days of the date of Plaintiffs' PAGA Claim Notice that the LWDA intends
4 to investigate Plaintiffs' claims.

5 37. Pursuant to Labor Code sections 2699(a) and (f), Plaintiffs are entitled to recover
6 civil penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 226, 226.7,
7 510, 512, 1194, and 1197, During Plaintiffs' employment and continuing through the present,
8 preceding Plaintiffs sending the initial PAGA Claim Notice to the LWDA to the present, in the
9 following amounts:

10 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, and 512;
11 one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation
12 and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
13 violation [penalty amounts established by Labor Code section 2699(f)(2)].

14 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250)
15 for each employee for each pay period for the initial violation, and for each subsequent violation,
16 one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts
17 established by Labor Code section 226.3].

18 c. For violations of Labor Code section 510, fifty dollars (\$50) for each
19 employee for each pay period for the initial violation, and for each subsequent violation, one
20 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
21 established by Labor Code section 558].

22 d. For violations of Labor Code section 1194 and 1197, one hundred dollars
23 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
24 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
25 period [penalty amounts established by Labor Code section 1197.1].

26 38. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
27 reasonable attorneys' fees and costs in connection with their claims for civil penalties.

28 **PRAYER FOR RELIEF**

1 WHEREFORE, PLAINTIFF, ON BEHALF OF THEMSELVES AND ON OTHER
2 AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:

3 ON THE FIRST CAUSE OF ACTION:

4 1. That Defendants be found to have violated the provisions of the Labor Code and
5 the IWC Wages Orders as to the Plaintiff sand aggrieved employees;

6 2. For any and all legally applicable penalties during the relevant statute of limitations
7 subject to any permissible tolling, including but not limited to those recoverable under the
8 California Labor Code, including but not limited to section 2699(f);

9 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
10 under California Labor Code section 2699(g); and

11 4. For such and other further relief, in law and/or equity, as the Court deems just or
12 appropriate

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14 Dated: March 15, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

15
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