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Attorneys for Plaintiffs BRITTNI AGHEDO and
 IEASHA PETERS, individually and on behalf of
 others similarly situated, and JIMMY QUEVEDO,
 individually, on behalf of others similarly situated
 and aggrieved employees pursuant to the California
 Private Attorneys General Act

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

BRITTNI AGHEDO and IEASHA PETERS,
 individually and on behalf of others similarly
 situated, and JIMMY QUEVEDO, individually,
 on behalf of others similarly situated and
 aggrieved employees pursuant to the California
 Private Attorneys General Act

Plaintiff,

vs.

VILLA ESPERANZA SERVICES, a California
 501(c)(3) non-profit organization; and DOES 1
 through 25, inclusive,

Defendants.

Case No.: 23STCV27362

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT**

- (1) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (2) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (3) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (4) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (5) Violation of Cal. Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (7) Violation of Cal. Labor Code §§ 201, 202 and 203 (Untimely Final Wages)

FILED
 Superior Court of California
 County of Los Angeles

03/13/2025

David W. Stoyke, Executive Officer / Clerk of Court

By: R. Lozano Deputy

- 1 (8) Violation of Cal. Labor Code §§ 2800
2 and 2802 (Failure to Reimburse
3 Necessary Business Expenses)
4 (9) Violation of 8 CCR § 11040(5) (Failure
5 to Pay Reporting Time)
6 (10) Violation of Cal. Business & Professions
7 Code § 17200, *et seq.*
8 (11) Violation of Cal. Labor Code §§ 2698, *et*
9 *seq.* (California Labor Code Private
10 Attorneys General Act of 2004)
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DEMAND FOR JURY TRIAL

COMES NOW, Plaintiffs BRITTNI AGHEDO and IEASHA PETERS (“Plaintiffs”), individually and on behalf of all members of the general public similarly situated, and JIMMY QUEVEDO, individually, on behalf of others similarly situated and aggrieved employees pursuant to the California Private Attorneys General Act and alleges as follows against Defendants VILLA ESPERANZA SERVICES, and DOES 1 through 25, inclusive (“Defendants”):

INTRODUCTION

1. This is a class action to recover damages on behalf of Plaintiffs and all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the period from four years prior to the date of the filing of the original Complaint through final judgment (“Class Members”).

2. This is also an enforcement action under PAGA to recover civil penalties on behalf of Plaintiffs, the State of California, and all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time from one year prior to Plaintiffs’ submission of written notice of Defendants’ alleged violations of the California Labor Code to the Labor & Workforce Development Agency (“LWDA”) through final judgment (“Aggrieved Employees”).

3. Plaintiffs allege that Defendants hired Plaintiffs, Class Members, and Aggrieved Employees but, among other things, failed to properly pay them all wages owed for all time worked (including minimum wages, straight time wages, and overtime wages), failed to provide them with all meal periods and rest periods and associated premium wages to which they were entitled, failed to timely pay them all wages due during their employment, failed to timely pay them all wages due upon termination of their employment, failed to provide them with accurate itemized wage statements, failed to maintain accurate payroll records, and failed to reimburse them for necessary business expenses.

4. As a result, Defendants violated, *inter alia*, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission (“IWC”) Wage Order. Through this action, Plaintiffs seek to recover all available remedies including but not limited to actual and liquidated damages, penalties, and attorney’s fees and costs.

1 **JURISDICTION AND VENUE**

2 5. This is a class action brought pursuant to California Code of Civil Procedure section
3 382 and a PAGA action brought pursuant to California Labor Code sections 2698, *et seq.*

4 6. The monetary damages, restitution, statutory penalties, and other applicable legal and
5 equitable relief sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and
6 will be established according to proof at trial.

7 7. This Court has jurisdiction over this action pursuant to the California Constitution,
8 Article VI, section 10, which grants the superior court “original jurisdiction in all other causes” except
9 those given by statute to other courts. The statutes under which this action is brought do not specify
10 any other basis for jurisdiction.

11 8. This Court has jurisdiction over all Defendants because, upon information and belief,
12 Defendants are either citizens of California, have sufficient minimum contacts in California, or
13 otherwise intentionally avail themselves of the California market so as to render the exercise of
14 jurisdiction over them by the California courts consistent with traditional notions of fair play and
15 substantial justice. Further, no federal question is at issue because the claims asserted herein are based
16 solely on California law.

17 9. Venue is proper in this Court because, upon information and belief, Defendants
18 maintain offices, have agents, employ individuals, and/or transact business in the State of California,
19 County of Los Angeles. The majority of the acts, events, and violations alleged herein relating to
20 Plaintiffs occurred throughout the state of California, including in the County of Los Angeles.

21 **THE PARTIES**

22 10. At all times herein mentioned, Plaintiffs BRITTNI AGHEDO, IEASHA PETERS, and
23 JIMMY QUEVEDO is and were individuals residing in Los Angeles County in the State of California.

24 11. At all times herein mentioned, Defendant VILLA ESPERANZA SERVICES was and
25 is, an employer who does business in California, with locations throughout the state of California, and
26 whose employees are engaged throughout Los Angeles County and the State of California, including
27 at 2116 E Villa St, Pasadena, CA 91107.

28 12. Plaintiffs are unaware of the true names or capacities of the Defendants sued herein

under the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

13. Plaintiffs are informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to VILLA ESPERANZA SERVICES and/or DOES 1 through 25, 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 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 represent and were in accordance with Defendants' official policies.

14. At all relevant times, Defendants were the employers of Plaintiffs within the meaning of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

15. Defendants had the authority to hire and terminate Plaintiffs and the other class members, to set work rules and conditions governing Plaintiffs and the other class members' employment, and to supervise their daily employment activities.

16. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs and the other class members' employment for them to be joint employers of Plaintiffs and the other class members.

17. Defendants directly hired and paid wages and benefits to Plaintiffs and the other class members.

18. Defendants continue to employ hourly paid and/or non-exempt employees within the State of California.

19. 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.

20. Plaintiffs are informed and believes, and thereon alleges, that each of said Defendants

1 is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
2 occurrences, and transactions alleged herein.

3 **GENERAL ALLEGATIONS**

4 21. Plaintiff BRITTNI AGHEDO worked for Defendants from approximately January
5 2019 through approximately March 20220 and from approximately January 2021 through
6 approximately September 2021 as an Instructional Aide. Defendants jointly and severally employed
7 Plaintiff Aghedo at their location in Pasadena, California. Plaintiff Aghedo performed various duties
8 for Defendants including, among other things, taking students from the drop-off area to the classroom,
9 answering supervisor and parents work-related questions, watching children until they were picked up
10 by their parents.

11 22. Plaintiff IEASHA PETERS worked for Defendants from approximately December
12 2019 through approximately December 2020 as a Skills Instructor. Defendants jointly and severally
13 employed Plaintiff Peters at their location in Pasadena, California. Plaintiff Peters performed various
14 duties for Defendants including, among other things, transporting students to and from school, watch
15 students during lunch, and answering supervisor and parents work-related questions.

16 23. Plaintiff JIMMY QUEVEDO worked for Defendants from approximately November
17 2022 through approximately March 2023 as a Instructional Aide. Defendants jointly and severally
18 employed Plaintiff Quevedo at their location in Pasadena, California.

19 24. Plaintiffs are informed and believes, and thereon alleges that Defendants engaged in a
20 pattern and practice of wage abuse against their hourly-paid and/or non-exempt employees. As set
21 forth in more detail below, this pattern and practice of wage abuse involved, *inter alia*, requiring
22 Plaintiffs, Class Members, and Aggrieved Employees to work off-the-clock without compensation,
23 failing to properly pay overtime wages and minimum wages for all hours worked, failing to provide
24 all meal and rest breaks to which they were entitled and failing to pay meal and rest break premiums
25 when due, failing to timely pay wages during employment and upon termination of employment,
26 failing to provide accurate wage statements, failing to reimburse necessary business-related expenses,
27 failing to provide reporting time pay, and failing to adhere to other related protections afforded by the
28 California Labor Code and the applicable Industrial Welfare Commission Wage Order.

25. Defendants knew or should have known that they had a duty to compensate Plaintiffs and the class pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so to increase Defendant's profits.

CLASS ACTION ALLEGATIONS

26. Plaintiffs bring this lawsuit as a class action on behalf of Plaintiffs and all others similarly situated, as members of a proposed class pursuant to California Code of Civil Procedure section 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements under California Code of Civil Procedure section 382.

27. The proposed class is defined as follows:

All current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the period from four years prior to the date of the filing of this Complaint until final judgment.

28. Plaintiffs reserve the right to establish additional subclasses as appropriate.

29. There is a well-defined community of interest in the litigation and the Class is easily ascertainable.

30. The Class is so numerous that the individual joinder of all its members is impracticable. While the exact number and identities of class members are unknown to Plaintiffs at this time, the exact numbers of class members and their identities can be ascertained through appropriate discovery from records maintained by Defendants and their agents.

31. Common questions of fact and law exist as to all class members, which predominate over any questions affecting only individual members of the Class. The common legal and factual questions which do not vary from class member to class member, and which may be determined without reference to the individual circumstances of any class member include, but are not limited to, the following:

i. Whether Defendants had a policy and practice of failing to pay minimum wages to Plaintiffs and the other class members for all hours worked;

- 1 ii. Whether Defendants had a policy and practice of failing to pay overtime wages to
2 Plaintiffs and the other class members for all overtime hours worked;
- 3 iii. Whether Defendants had a policy and practice of failing to provide meal periods to
4 Plaintiffs and the other class members;
- 5 iv. Whether Defendants had a policy and practice of failing to provide rest periods to
6 Plaintiffs and the other class members;
- 7 v. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in
8 the State of California for all hours worked, and for all missed, short, late, and/or
9 interrupted meal periods and rest breaks;
- 10 vi. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class
11 members during their employment;
- 12 vii. Whether Defendants' failure to pay wages, without abatement or reduction, in
13 accordance with the California Labor Code, was willful;
- 14 viii. Whether Defendants failed to pay all wages due to Plaintiffs and the other class
15 members within the required time upon their discharge or resignation;
- 16 ix. Whether Defendants failed to comply with wage reporting as required by the California
17 Labor Code; including, *inter alia*, section 226;
- 18 x. Whether Defendants lacked a written policy regarding the Reporting Time Pay required
19 under the applicable Wage Order;
- 20 xi. Whether Defendants maintained a custom and business practice of failing to pay
21 Reporting Time Pay;
- 22 xii. Whether Defendants failed to pay premium wages required by the Wage Order's
23 Reporting Time Pay regulations;
- 24 xiii. Whether Defendants failed to reimburse Plaintiffs and the other class members for
25 necessary business-related expenses and costs;
- 26 xiv. Whether Defendants' conduct was willful or reckless;
- 27 xv. Whether Defendants engaged in unfair business practices in violation of California
28 Business & Professions Code section 17200, *et seq.*;

xvi. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

xvii. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

32. Plaintiffs' claims are typical of the claims of the Class, and Plaintiffs' interests are coincident with and not antagonistic to those of the other class members Plaintiffs seek to represent. Plaintiffs will fairly and adequately protect the interests of the members of the Class. Plaintiffs have retained attorneys experienced in the prosecution of class actions and Plaintiffs intend to prosecute this action vigorously.

33. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since individual litigation of the claims of all class members is impracticable. Even if every class member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action, with respect to some or all of the issues presented in this Complaint, presents fewer management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each class member.

34. Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

PAGA ALLEGATIONS

35. PAGA is and was applicable to Defendants' employment of Plaintiff Jimmy Quevedo and the Aggrieved Employees.

36. PAGA provides that any provision of law under the California Labor Code that

provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

37. Pursuant to PAGA, a civil action may be brought by an “aggrieved employee,” who is any person employed by the alleged violator and against whom one or more of the alleged violations was committed.

38. Plaintiff Jimmy Quevedo and the other hourly-paid, non-exempt employees are “Aggrieved Employees” as defined by California Labor Code section 2699(c) because they are current or former employees of Defendants against whom one or more of the alleged violations were committed.

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

a. The aggrieved employee shall give written notice by certified mail (hereinafter “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

b. The LWDA shall provide notice (“LWDA Response”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Response, or if the LWDA Response is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

40. On February 21, 2024, Plaintiff Jimmy Quevedo provided notice by electronic submission to the LWDA and by certified mail to Defendants regarding the specific provisions of the

California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, pursuant to California Labor Code section 2699.3. **A true and correct copy of the Employee's Notice is attached hereto as Exhibit A.**

41. Plaintiff Jimmy Quevedo did not receive a LWDA Response within sixty-five (65) calendar days of providing the Employee's Notice.

42. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of, *inter alia*, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 have been satisfied.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 1194, 1197, AND 1197.1

Failure to Pay Minimum Wage

(Against All Defendants and DOES 1 – 25)

43. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

44. California Labor Code sections 1194, 1197 and 1197.1 provide that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Plaintiffs and the other class members were frequently suffered or permitted to work "off-the-clock", such that they were not paid minimum wage for all hours worked.

45. Such "off-the-clock" work that Plaintiffs, Class Members, and Aggrieved Employees were suffered and/or permitted to work, and for which Plaintiffs, Class Members, and Aggrieved Employees did not receive minimum wage include *inter alia*:

- a. suffering or permitting Plaintiffs, Class Members, and Aggrieved Employees to perform work for the benefit of Defendants prior to clocking-in for their shift(s) including *inter alia* taking students to the classrooms and picking them up from their homes;
- b. suffering or permitting Plaintiffs, Class Members, and Aggrieved Employees to

perform work for the benefit of Defendants after clocking-out from their shift(s) including *inter alia* watching the students while waiting for parents to pick them up after school and transporting them to their homes after school;

c. suffering or permitting Plaintiffs, Class Members, and Aggrieved Employees to perform work for the benefit of Defendants while “off-the-clock” during meal periods, including *inter alia* watching the students or responding to work-related calls and questions;

d. contacting Plaintiffs, Class Members, and Aggrieved Employees via email, text and/or phone calls outside of work hours to discuss work matters;

46. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiffs, Class Members, and Aggrieved Employees for all hours they worked in violation of California Labor Code sections 1194, 1197, and 1197.1.

47. Defendants knew or should have known that Plaintiffs, Class Members, and Aggrieved Employees were performing such work “off-the-clock” because, among other things, Defendants’ management witnessed, authorized, was made aware of, and/or required Plaintiffs, Class Members, and Aggrieved Employees to perform such work.

48. Defendants’ failure to pay Plaintiffs, Class Members, and Aggrieved Employees the minimum wage as required violates California Labor Code sections 1194, 1197 and 1197.1. Pursuant to those sections, Plaintiffs, Class Members, and Aggrieved Employees are entitled to recover the unpaid balance of their minimum wage compensation, as well as interest, costs, and attorney’s fees.

49. Pursuant to California Labor Code section 1194.2, Plaintiffs, a Class Members, and Aggrieved Employees are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

SECOND CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

Unpaid Overtime

(Against All Defendants and DOES 1 – 25)

50. Plaintiffs incorporate herein by specific reference, as though fully set forth, the

1 allegations in all preceding paragraphs.

2 51. California Labor Code section 1198 and the applicable Industrial Welfare Commission
3 (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a
4 rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the
5 number of hours worked by the person on a daily and/or weekly basis.

6 52. Specifically, the applicable IWC Wage Order provides that Defendants were required
7 to pay Plaintiffs, Class Members, and Aggrieved Employees at the rate of time-and-one-half for all
8 hours worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a workweek and/or
9 the first eight (8) hours worked on the seventh consecutive day in a workweek.

10 53. The applicable IWC Wage Order further provides that Defendants were required to pay
11 Plaintiffs, Class Members, and Aggrieved Employees overtime compensation at a rate of two (2) times
12 their regular rate of pay for all hours worked in excess of twelve (12) hours in a day and/or for all
13 hours worked in excess of eight (8) hours on the seventh consecutive day in a workweek.

14 54. California Labor Code section 510 codifies the right to overtime compensation at one-
15 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day, forty
16 (40) hours in a week, or for the first eight (8) hours worked on the seventh day of work, and to overtime
17 compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day
18 or in excess of eight (8) hours in a day on the seventh day of work.

19 55. Plaintiffs, Class Members, and Aggrieved Employees regularly worked in excess of
20 eight (8) hours in a day, in excess of twelve (12) hours in a day, in excess of forty (40) hours in a week
21 and/or seven (7) consecutive days in a workweek. However, Defendants did not record Plaintiffs,
22 Class Members, and Aggrieved Employees’ actual hours worked and intentionally and willfully failed
23 to pay all overtime wages owed to Plaintiffs, Class Members, and Aggrieved Employees. Defendants’
24 failure to pay correct overtime wages included, *inter alia*: (a) when the combined total of the off-the-
25 clock work discussed *supra* and the on-the-clock work exceed the number of hours that trigger the
26 payment of overtime wages under Labor Code sections 510 and 1198 and/or the applicable Wage
27 Order; (b) when Defendants intentionally, willfully and/or negligently mischaracterized overtime as
28 straight time; (c) when Defendants assigned more work than could reasonably be completed in a

workday or workweek to Plaintiffs, Class Members, and Aggrieved Employees, but refused to authorize the overtime necessary for them to complete the assigned work; and (d) when Defendants failed to include all required wages and remuneration when calculating setting the overtime rate.

56. Defendants' failure to pay Plaintiffs, Class Members, and Aggrieved Employees as outlined above violates California Labor Code sections 510 and 1198 and the applicable Wage Order and is therefore unlawful.

57. Pursuant to California Labor Code section 1194, Plaintiffs, Class Members, and Aggrieved Employees are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512

Meal Break Violations

(Against All Defendants and DOES 1 – 25)

58. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

59. California Labor Code sections 226.7 and 512(a) and the applicable Wage Order govern Plaintiffs and the other class members' employment by Defendants.

60. California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal period mandated by an applicable IWC Order.

61. The applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

62. The applicable IWC Wage Order and California Labor Code section 512(a) further provides that an employer may not require, cause, or permit an employee to work a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except 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.

63. Plaintiffs, Class Members, and Aggrieved Employees who were scheduled to work for shifts no longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

64. Plaintiffs, Class Members, and Aggrieved Employees who were scheduled to work for shifts in excess of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than ten (10) hours without an uninterrupted meal period of not less than thirty (30) minutes.

65. Defendants intentionally and willfully required Plaintiffs, Class Members, and Aggrieved Employees to work during meal periods and failed to compensate Plaintiffs, Class Members, and Aggrieved Employees for work performed during meal periods. This includes, among other things, requiring Plaintiffs, Class Members, and Aggrieved Employees to work through their lunch breaks, permitting and/or requiring Plaintiffs, Class Members, and Aggrieved Employees to take late lunch breaks, permitting and/or requiring Plaintiffs, Class Members, and Aggrieved Employees to take short lunch breaks, interrupting and/or allowing others to interrupt Plaintiffs, Class Members, and Aggrieved Employees during their lunch breaks, failing to relieve Plaintiffs, Class Members, and Aggrieved Employees of all duties during their lunch breaks, and restricting Plaintiffs, Class Members, and Aggrieved Employees from leaving the premises during their lunch breaks.

66. During the relevant time period, Defendants failed to pay Plaintiffs, Class Members, and Aggrieved Employees all meal period premiums due pursuant to California Labor Code section 226.7 and 512 and the applicable Wage Order.

67. Defendants' conduct therefore violates the applicable IWC Wage Order, and California Labor Code sections 226.7 and 512(a).

68. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs, Class Members, and Aggrieved Employees are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each workday that a

1 compliant meal period was not provided.

2 **FOURTH CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE SECTION 226.7**

4 **Rest Break Violations**

5 **(Against All Defendants and DOES 1 – 25)**

6 69. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
7 allegations in all preceding paragraphs.

8 70. California Labor Code section 226.7 and the applicable IWC Wage Order govern
9 Plaintiffs and the other class members' employment by Defendants.

10 71. California Labor Code section 226.7 provides that no employer shall require an
11 employee to work during any rest period mandated by an applicable order of the California IWC.

12 72. The applicable IWC Wage Order provides that "[e]very employer shall authorize and
13 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
14 work period" and that the "rest period time shall be based on the total hours worked daily at the rate
15 of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily
16 work time is less than three and one-half (3½) hours."

17 73. Defendants routinely required Plaintiffs, Class Members, and Aggrieved Employees to
18 work three and one-half (3 ½) or more hours without authorizing or permitting a compliant ten (10)
19 minute rest period per each four (4) hour period, or major fraction thereof, worked.

20 74. Moreover, Defendants willfully required, suffered and permitted Plaintiffs, Class
21 Members, and Aggrieved Employees to work during what should have been their rest periods.
22 Defendants also failed to relieve Plaintiffs, Class Members, and Aggrieved Employees of all duties
23 for ten (10) minutes as required for compliant rest breaks.

24 75. As a result, Plaintiffs worked through rest periods, took late rest periods, took
25 interrupted rest periods, and/or took short rest periods, if at all.

26 76. Pursuant to the applicable IWC Wage Order and California Labor Code section
27 226.7(b), Plaintiffs, Class Members, and Aggrieved Employees were entitled to recover from
28 Defendants one (1) additional hour of pay at their regular hourly rate of compensation for each

workday that compliant rest period(s) were not provided.

77. Defendants had no policy and/or practice to pay a premium when rest periods were missed, short, late, and/or interrupted, or otherwise failed to comply with California law, and thus Defendants failed to pay Plaintiffs, Class Members, and Aggrieved Employees the full rest period premium due to them in violation of California Labor Code section 226.7 and the applicable IWC Wage Orders.

78. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiffs, Class Members, and Aggrieved Employees are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each workday complaint rest period(s) were not provided.

FIFTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA LABOR CODE §§ 204 AND 210

Failure to Timely Pay Wages During Employment

(Against All Defendants and DOES 1 – 25)

79. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

80. California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 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 26th day of the month during which the labor was performed.

81. California Labor Code section 204 provides 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.

82. California 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.

83. As a result of the violations set forth in detail above (failure to pay overtime, failure to pay minimum wages, meal break violations and rest break violations), Defendants intentionally and

1 willfully failed to timely pay Plaintiffs, Class Members, and Aggrieved Employees all wages due to
2 them, within the period permissible under California Labor Code section 204.

3 84. Plaintiffs and other class members are entitled to recover all available remedies for
4 Defendant's violations of California Labor Code section 204, including statutory penalties pursuant to
5 Labor Code section 210(b).

6 **SIXTH CAUSE OF ACTION**

7 **VIOLATION OF LABOR CODE SECTION 226(a)**

8 **Failure to Provide Accurate Wage Statements**

9 **(Against All Defendants and DOES 1 – 25)**

10 85. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
11 allegations in all preceding paragraphs.

12 86. At all material times set forth herein, California Labor Code section 226(a) provides
13 that every employer shall furnish each of its employees an accurate itemized wage statement in writing,
14 including, but not limited to, the name and address of the legal entity that is the employer, total hours
15 worked, and all applicable hourly rates.

16 87. As a result of the violations set forth in detail above (failure to pay overtime, failure to
17 pay minimum wages, meal break violations and rest break violations), Defendants intentionally and
18 willfully failed to provide Plaintiffs, Class Members, and Aggrieved Employees with complete and
19 accurate wage statements. The deficiencies include, among other things, the failure to state all hours
20 worked, the failure to state the actual gross wages earned, the failure to include meal and rest break
21 premiums, and the failure to include correct rates of pay. Accordingly, Defendants violated California
22 Labor Code 226(a).

23 88. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs,
24 Class Members, and Aggrieved Employees have suffered injury and damage to their statutorily
25 protected rights.

26 89. Specifically, Plaintiffs, Class Members, and Aggrieved Employees have been injured
27 by Defendants' intentional violation of California Labor Code section 226(a) because they were denied
28 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage

1 statements under California Labor Code section 226(a). In addition, because Defendants failed to
2 provide the accurate number of total hours worked on wage statements, Plaintiffs, Class Members,
3 and Aggrieved Employees have been prevented by Defendants from determining if all hours worked
4 were paid and the extent of the underpayment. Plaintiffs had to file this lawsuit, and will further have
5 to conduct discovery, reconstruct time records, and perform computations in order to analyze whether
6 in fact Plaintiffs, Class Members, and Aggrieved Employees were paid correctly and the extent of the
7 underpayment, thereby causing Plaintiffs to incur expenses and lost time. Plaintiffs would not have
8 had to engage in these efforts and incur these costs had Defendants provided the accurate number of
9 total hours worked. This has also delayed Plaintiffs' ability to demand and recover the underpayment
10 of wages from Defendants.

11 90. Plaintiffs, Class Members, and Aggrieved Employees are entitled to recover from
12 Defendants the greater of their actual damages caused by Defendants' failure to comply with
13 California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars
14 (\$4,000).

15 **SEVENTH CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

17 **Final Wages Not Timely Paid**

18 **(Against All Defendants and DOES 1 – 25)**

19 91. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
20 allegations in all preceding paragraphs.

21 92. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
22 to timely pay all earned and unpaid wages to an employee who is discharged. California Labor Code
23 section 201 mandates that if an employer discharges an employee, the employee's wages accrued and
24 unpaid at the time of discharge are due and payable immediately. California Labor Code section 202
25 mandates that if an employee quits, his or her wages shall become due and payable not later than
26 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
27 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
28 quitting.

1 93. California Labor Code section 203 provides that if an employer willfully fails to pay,
2 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
3 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
4 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
5 continue for more than thirty (30) days.

6 94. As a result of the violations set forth in detail above (failure to pay overtime, failure to
7 pay minimum wages, meal break violations and rest break violations), at the time that Plaintiffs, Class
8 Members, and Aggrieved Employees' employment with Defendants ended, Defendants knowingly
9 and willfully failed to pay Plaintiffs, Class Members, and Aggrieved Employees all wages owed
10 to them pursuant to California Labor Code sections 201 and 202, including, without limitation,
11 overtime wages, minimum wages, meal period premium wages, and rest period premium wages, and
12 all wages due to Plaintiffs, Class Members, and Aggrieved Employees as they became due, as required
13 per California Labor Code sections 204.

14 95. As a result, Plaintiffs, Class Members, and Aggrieved Employees are entitled to all
15 available statutory penalties, including the waiting time penalties provided in California Labor Code
16 section 203, together with interest thereon, as well as other available remedies.

17 **EIGHTH CAUSE OF ACTION**

18 **VIOLATION OF LABOR CODE SECTIONS 2800 AND 2802**

19 **Failure to Reimburse Necessary Business Expenses**

20 **(Against All Defendants and DOES 1 – 25)**

21 96. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
22 allegations in all preceding paragraphs.

23 97. Pursuant to California Labor Code sections 2800 and 2802, an employer must
24 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
25 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
26 consequence of his or her obedience to the directions of the employer.

27 98. Plaintiffs, Class Members, and Aggrieved Employees incurred necessary business-
28 related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to

1 the use of personal cell phones for work-related purposes, gas, and mileage.

2 99. Defendants intentionally and willfully failed to reimburse Plaintiffs, Class Members,
3 and Aggrieved Employees for all necessary business-related expenses and costs. Plaintiffs, Class
4 Members, and Aggrieved Employees are entitled to recover from Defendants their business-related
5 expenses and costs incurred during the course and scope of employment, plus interest accrued from
6 the date on which Plaintiffs, Class Members, and Aggrieved Employees incurred the necessary
7 expenditures at the same rate as judgments in civil actions in the State of California.

8 **NINTH CAUSE OF ACTION**

9 **VIOLATION OF 8 CCR § 11040(5)**

10 **Failure to Pay Reporting Time Pay**

11 **(Against All Defendants and DOES 1 – 25)**

12 100. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
13 allegations in all preceding paragraphs.

14 101. The applicable Wage Order requires that on each workday that an employee reports for
15 work, as scheduled, but is not put to work or is furnished less than half of the employee's usual or
16 scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in
17 no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of
18 pay, which shall not be less than the minimum wage. The applicable Wage Order denominates this as
19 "Reporting Time Pay."

20 102. Plaintiffs, Class Members, and Aggrieved Employees were often scheduled for shifts
21 but would be told by Defendants in person either after physically appearing to work or by contacting
22 Plaintiffs, Class Members, and Aggrieved Employees before the start of their scheduled shift to let
23 them know they were being called off their shift that day.

24 103. As a uniform practice, Defendants do not compensate Plaintiffs, Class Members, and
25 Aggrieved Employees in any manner when they report for a scheduled shift, but are not permitted to
26 work the shift.

27 104. Repeatedly over the course of Plaintiffs' employment, on dates and occasions known
28 better to Defendants and as will be reflected in Defendants' business records, Plaintiffs (and, on

1 information and belief, the proposed class members) have reported for work at their scheduled start
2 time, as required by Defendants, but were not put to work or were not furnished pay for less than half
3 of their scheduled shift time.

4 105. Defendants' failure to pay Plaintiffs and proposed class members pursuant to the Wage
5 Order is unlawful.

6 106. Plaintiffs and the proposed class members are entitled to recover the premium wages
7 prescribed by the Wage Order (for each scheduled or regular shift where they reported for work, as
8 required, but were not permitted to work or for which they worked less than half of the regular or
9 scheduled shift) in an amount of no less than two hours, nor greater than four, whichever is greater,
10 for each such occurrence, for each member of the class.

11 **TENTH CAUSE OF ACTION**

12 **VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200 *ET. SEQ.***

13 **Unfair and Unlawful Business Practices**

14 **(Against All Defendants and DOES 1 – 25)**

15 107. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
16 allegations in all preceding paragraphs.

17 108. Each and every one of Defendants' acts and omissions in violation of the California
18 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to
19 Defendant's failure and refusal to pay overtime compensation, Defendant's failure and refusal to pay
20 minimum wages, Defendants' failure and refusal to provide required meal periods and/or pay meal
21 period premiums, Defendants' failure and refusal to provide required rest periods and/or pay the
22 required rest break premiums, Defendants' failure to timely pay wages at the correct rate during
23 employment, Defendants' failure and refusal to furnish accurate itemized wage statements,
24 Defendants' failure and refusal to reimburse business-related expenses, and Defendants' failure to
25 timely pay wages upon termination constitutes an unfair and unlawful business practice under
26 California Business and Professions Code § 17200 *et seq.*

27 109. Defendants' violations of California wage and hour laws constitute an unfair and
28 unlawful business practice because Defendants' aforementioned acts and omissions were done

1 repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiffs,
2 Class Members, and Aggrieved Employees.

3 110. Defendants have avoided payment of overtime wages, minimum wages, meal period
4 premiums, rest period premiums, timely wages at the correct rate of pay, and other benefits as required
5 by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage
6 Order. Further, Defendants have failed to record, report, and pay the correct sums of assessment to
7 the state authorities under the California Labor Code and other applicable regulations.

8 111. As a result of Defendants' unfair and unlawful business practices, Defendants have
9 reaped unfair and illegal profits during Plaintiffs and the other class members' tenure at the expense
10 of Plaintiffs, the other class members, and members of the public. Defendants should be made to
11 disgorge their ill-gotten gains and to restore them to Plaintiffs and the other class members.

12 112. Defendants' unfair and unlawful business practices entitle Plaintiffs and the other class
13 members to seek preliminary and permanent injunctive relief, including but not limited to orders that
14 Defendants account for, disgorge, and restore to Plaintiffs and the other class members the wages and
15 other compensation unlawfully withheld from them. Plaintiffs and the other class members are entitled
16 to restitution of all monies to be disgorged from Defendants in an amount according to proof at the
17 time of trial.

18 **ELEVENTH CAUSE OF ACTION**

19 **VIOLATION OF CAL. LABOR CODE §§ 2698, ET SEQ.**

20 **California Private Attorneys General Act of 2004**

21 **(Against All Defendants)**

22 113. Plaintiffs incorporates herein by specific reference, as though fully set forth, the
23 allegations in all preceding paragraphs.

24 114. Plaintiff Jimmy Quevedo brings this action on a representative basis on behalf of other
25 Aggrieved Employees and the State of California, in Plaintiff Jimmy Quevedo's capacity as a private
26 attorney general pursuant to the Private Attorneys General Act of 2004, California Labor Code
27 sections 2698, et seq.
28

1 115. PAGA expressly provides for a private right of action to recover civil penalties for
2 violations of the California Labor Code as follows: “Notwithstanding any other provision of law, any
3 provision of this code that provides for a civil penalty to be assessed and collected by the Labor and
4 Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies,
5 or employees, for a violation of this code, may, as an alternative, be recovered through a civil action
6 brought by an aggrieved employee on behalf of himself or herself and other current or former
7 employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

8 116. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
9 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
10 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

11 117. Plaintiff Jimmy Quevedo and the other hourly-paid, non-exempt employees are
12 “Aggrieved Employees” as defined by California Labor Code section 2699(c) in that they are all
13 current or former employees of Defendants, and one or more of the alleged violations were committed
14 against them.

15 118. Defendants’ conduct, as alleged herein, violates numerous sections of the California
16 Labor Code, including, but not limited to, the following:

- 17 a. Violation of California Labor Code sections 510 and 1198 for failure to pay
18 overtime wages, as set forth more fully above;
- 19 b. Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure
20 to pay minimum wages, as set forth more fully above;
- 21 c. Violation of California Labor Code sections 226.7 and 512(a) for failure to
22 provide legally required meal periods, as set forth more fully above;
- 23 d. Violation of California Labor Code sections 226.7 and 512(a) for failure to pay
24 required meal period premiums, as set forth more fully above;
- 25 e. Violation of California Labor Code section 226.7 for failure to provide legally
26 required rest periods, as set forth more fully above;
- 27 f. Violation of California Labor Code section 226.7 for failure to pay required rest
28 period premiums, as set forth more fully above;

- g. Violation of California Labor Code section 204 for failure to timely pay wages to Plaintiff and Aggrieved Employees during employment, as set forth more fully above;
- h. Violation of California Labor Code sections 201, 202, and 203 for failure to pay all wages at time of discharge from employment, as set forth more fully above;
- i. Violation of California Labor Code section 226(a) for failure to provide accurate wage statements to Plaintiff and Aggrieved Employees, as set forth more fully above;
- j. Violation of California Labor Code section 1174(d) for failure to keep complete and accurate payroll records relating to Plaintiff and Aggrieved Employees; and
- k. Violation of California Labor Code sections 2800 and 2802 for failure to reimburse Plaintiff and Aggrieved Employees for necessary business-related expenses and costs, as set forth more fully above.

119. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff Jimmy Quevedo, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for Plaintiff Jimmy Quevedo, all Aggrieved Employees, and the State of California against Defendants for violations of California Labor Code sections set forth herein, including penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, and 1197.1, penalties under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

120. Pursuant to California Labor Code section 2699(i), civil penalties recovered by Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five (25%) to the Aggrieved Employees.

121. Plaintiff Jimmy Quevedo retained counsel to file this court action, and to assess and collect the civil penalties owed by Defendants. Plaintiff Jimmy Quevedo therefore seeks an award of reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5, and 2699(g)(1), and any other applicable statute.

1 **PRAYER FOR RELIEF**

2 Plaintiffs, on behalf of all others similarly situated, and Plaintiff Jimmy Quevedo on behalf of
3 other aggrieved employees pursuant to the California Private Attorneys General Act, prays for relief
4 and judgment against Defendants, jointly and severally, as follows:

5 **Class Certification**

- 6 1. That this action be certified as a class action;
7 2. That Plaintiffs be appointed as the representatives of the Class;
8 3. That counsel for Plaintiffs be appointed as Class Counsel; and
9 4. That Defendants provide to Class Counsel immediately the names and most current/last
10 known contact information (address, e-mail and telephone numbers) of all Class Members.

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

12 5. That the Court declare, adjudge and decree that Defendants violated California Labor
13 Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the
14 other class members;

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

16 7. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
17 Plaintiffs and the other class members in the amount as may be established according to proof at trial;

18 8. For pre-judgment interest on any unpaid compensation from the date such amounts
19 were due;

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

22 10. For liquidated damages pursuant to California Labor Code section 1194.2;

23 11. For such other and further relief as the Court may deem just and proper.

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

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

28 13. For general unpaid wages at overtime wage rates and such general and special

1 damages as may be appropriate;

2 14. For pre-judgment interest on any unpaid overtime compensation commencing from
3 the date such amounts were due;

4 15. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
5 Labor Code section 1194;

6 16. For such other and further relief as the Court may deem just and proper.

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

8 17. That the Court declare, adjudge and decree that Defendants violated California Labor
9 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal
10 periods, (including second meal periods) to Plaintiffs and the other class members;

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

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

15 20. For premium wages pursuant to California Labor Code section 226.7(c);

16 21. For pre-judgment interest on any unpaid wages from the date such amounts were due;

17 22. For reasonable attorneys' fees and costs of suit incurred herein;

18 23. For such other and further relief as the Court may deem just and proper.

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

20 24. That the Court declare, adjudge and decree that Defendants violated California Labor
21 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to
22 Plaintiffs and the other class members;

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

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

27 27. For premium wages pursuant to California Labor Code section 226.7(c);

28 28. For pre-judgment interest on any unpaid wages from the date such amounts were due;

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiffs and the Class;

31. For statutory penalties pursuant to California Labor Code section 210;

32. For such other and further relief as the Court deems just and proper.

As to the Sixth Cause of Action

1. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

2. For actual, consequential and incidental losses and damages, according to proof;

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

4. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g);

5. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

6. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and the other class members no longer employed by Defendants;

7. For all actual, consequential, and incidental losses and damages, according to proof;

8. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and the other class members who have left Defendants' employ;

9. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

10. For such other and further relief as the Court may deem just and proper.

As to the Eight Cause of Action

11. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

13. For the imposition of civil penalties and/or statutory penalties;

14. For punitive damages and/or exemplary damages according to proof at trial;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated 8 CCR section 11040(5) as to Plaintiffs and the other class members for failing to pay reporting time.

18. For premium wages pursuant to Industrial Welfare Commission Order No. 4-2001(5) for Plaintiffs and the other class members

19. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

20. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code sections as to Plaintiffs and the other class members: 510 and 1198 (by failing to pay overtime wages); 1194, 1197, and 1197.1 (by failing to pay minimum wages); 226.7 and 512(a) (by failing to provide meal and rest periods or compensation in lieu thereof); 204 (by failing to timely pay wages during employment); 226(a) (by failing to provide accurate wage statements); and 201, 202, and 203 (by failing to pay all wages owed upon termination); and 2800 and 2802 (by failing to reimburse business-related expenses);

21. For restitution of unpaid wages to Plaintiffs and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

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

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

3 24. For injunctive relief to ensure compliance with this section, pursuant to California
4 Business and Professions Code sections 17200, *et seq.*

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

6 25. For the imposition of civil penalties pursuant to California Labor Code sections 2699,
7 210, 558, 226, 226.3, 1174.5, and 1197.1, and all other penalties allowed by the California Labor
8 Code and/or other applicable statutes;

9 26. For statutory attorneys' fees and costs pursuant to sections 210, 218.5, and 2699(g)(1)
10 of the California Labor Code; and

11 27. For such other and further relief as the Court may deem proper.

12
13
14 DATED: March 7, 2025

BLACKSTONE LAW, APC

15
16 By:



17 Jonathan M. Genish, Esq.

18 Attorneys for Plaintiffs BRITTNI AGHEDO
19 and IEASHA PETERS, individually and on
20 behalf of others similarly situated, and JIMMY
21 QUEVEDO, individually, on behalf of others
22 similarly situated and aggrieved employees
23 pursuant to the California Private Attorneys
24 General Act
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EXHIBIT A

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

February 21, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Jimmy Quevedo v. Villa Esperanza Services*

To Whom It May Concern:

Please be advised that this law firm represents Jimmy Quevedo (“Mr. Quevedo”) in claims arising from his employment with Villa Esperanza Services and Does 1 through 100 (collectively “Villa Esperanza”). Mr. Quevedo is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Villa Esperanza’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” include all of Villa Esperanza’s non-exempt employees who worked for Villa Esperanza in California during the one year immediately preceding the date of this letter through the present.

Villa Esperanza operates and offers various programs and services to individuals with developmental disabilities (hereinafter “clients”) throughout Los Angeles County and California.

Mr. Quevedo has been employed by Villa Esperanza as a non-exempt “Instructional Aide” (or similarly titled position) since approximately November 2022, but has been on a medical leave of absence since approximately March 2023.

During Mr. Quevedo’s employment with Villa Esperanza, Villa Esperanza failed to provide Mr. Quevedo and other aggrieved employees with all required meal periods because, upon information and belief, Villa Esperanza did not maintain a lawful meal period policy and failed to provide for duty-free meal periods to Mr. Quevedo and other aggrieved employees. Additionally, Villa Esperanza did not record Mr. Quevedo’s or other aggrieved employees’ meal periods. Assuming, *arguendo*, that Mr. Quevedo and Villa Esperanza entered into a lawful on-duty meal period agreement, such an agreement inherently concedes that the nature of Mr. Quevedo’s work precluded lawful off-duty rest periods.

Villa Esperanza failed to authorize and permit Mr. Quevedo and other aggrieved employees to take all required rest periods because, upon information and belief, Villa Esperanza did not maintain a lawful rest period policy and failed to authorize and permit non-exempt employees to be relieved of all work during rest periods, due to the purported on-duty nature of their work. Due to the nature of caring with individuals with intellectual and developmental disabilities, Mr. Quevedo and other aggrieved employees were not permitted to leave clients unattended at any time and were not allowed to leave Villa Esperanza's premises during the entirety of their shifts. Despite Villa Esperanza's failure to provide Mr. Quevedo and other aggrieved employees with all required rest periods to which they were legally entitled due to Villa Esperanza's uniform and unlawful policies and/or practices, Villa Esperanza did not provide Mr. Quevedo and other aggrieved employees with an hour of pay at their regular rate of compensation for each rest period violation as required by Labor Code § 226.7. Further, upon information and belief, Villa Esperanza maintained no payroll code or other mechanism for paying rest period premiums when Villa Esperanza failed to provide a legally compliant rest period. Nor did Villa Esperanza ever apply for and receive any exemption from providing off-duty rest periods from the appropriate government agency.

As a result of Villa Esperanza's failure to pay all meal and rest period premiums, Villa Esperanza maintained inaccurate payroll records, issued inaccurate wage statements to Mr. Quevedo and other aggrieved employees.

As described above, Villa Esperanza committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 4 ("Wage Order 4"):

Meal Period Violations

As alleged above, Villa Esperanza failed to provide Mr. Quevedo and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 4, § 11. As a result, Mr. Quevedo and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As alleged above, Villa Esperanza also failed to authorize and permit Mr. Quevedo and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 4, § 12. As a result, Mr. Quevedo and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest

period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Wage Statement Violations

Villa Esperanza was required to furnish Mr. Quevedo and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, total net wages earned, and the name of the legal entity that is the employer. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 4, § 7. As a result of Villa Esperanza's failure to pay all required meal and rest period premium wages, Villa Esperanza maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Quevedo and other aggrieved employees in violation of Labor Code § 226. Villa Esperanza's failure to comply with its wage statement obligations was knowing and intentional, and Mr. Quevedo and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Villa Esperanza failed to timely pay other aggrieved employees all of their final wages at the time of separation, which included all meal and rest period premium wages. Pursuant to Labor Code § 203, Villa Esperanza's failure to pay all final wages due to other aggrieved employees was willful and, consequently, entitles aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Villa Esperanza failed to pay their final wages after their separation, up to a maximum of thirty days.

As an "aggrieved employee," Mr. Quevedo will initiate a civil action on behalf of himself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Quevedo's own investigation, and on information and belief, Villa Esperanza committed and continues to commit the following Labor Code violations:

- a. Villa Esperanza violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Quevedo and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- b. Villa Esperanza violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Mr. Quevedo and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Quevedo and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;

- c. Villa Esperanza violated Labor Code § 226 by failing to furnish Mr. Quevedo and other aggrieved employees with accurate and compliant itemized wage statements;
- d. Villa Esperanza violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to aggrieved employees;
- e. Villa Esperanza violated Labor Code § 204 by failing to pay Mr. Quevedo and other aggrieved employees all wages earned at least twice during each calendar month; and
- f. Villa Esperanza violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Quevedo and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Villa Esperanza if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC


Paul K. Haines

cc: Villa Esperanza Services (via certified mail)

1 **PROOF OF SERVICE**

2 I, Yesenia Rosas, certify and declare as follows:

3 I am over eighteen years of age and not a party to the within action; my business address is
4 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On March 13, 2025, I served a
5 copy of the following document(s):

6 **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

7 on the interested parties as follows:

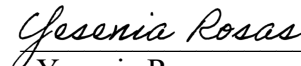
8 Jamie L.R. Hagerott
9 Erin R. Ezra
10 Berger Kahn, A Law Corporation
11 1 Spectrum Pointe Dr., Suite 340
12 Lake Forest, CA 92630
13 Telephone: (949) 614-0100
14 Fax: (949) 771-1922
15 E-mails: eezra@bergerkahn.com
16 jhagerott@bergerkahn.com
17 nhoooper@bergerkahn.com

Attorney for Defendants
VILLA ESPERANZA
SERVICES, a California 501(c)(3) non-profit
organization

18 ☒ **BY ELECTRONIC SERVICE (CASE ANYWHERE):** I caused said document(s) to be
19 sent to the addressee(s) listed above via Case Anywhere. I did not receive, within a
20 reasonable time after the transmission, any electronic message or other indication that the
21 transmission was unsuccessful.

22 ☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that the
23 above is true and correct.

24 Executed on March 13, 2025, at Beverly Hills, California.

25 
26 Yesenia Rosas