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Superior Court of California
County of Sacramento

06/04/2024

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

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

Plaintiff,

vs.

BAY AREA COMMUNITY SERVICES,
INC., a California nonprofit corporation;
BAY AREA COMMUNITY SERVICES
HOUSING CORPORATION, a California
nonprofit corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 24CV002987

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (8) Violation of California Business & Professions Code §§ 17200, *et seq.*

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(Unlawful and Unfair Business Practices);
and

Jury Trial Demanded

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

4 JURISDICTION AND VENUE

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

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

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

3. Venue is proper in this Court, because Defendants employ persons within the County of Sacramento, and have violated the requirements of the California Labor Code and applicable Wage Order in this county which give rise to the penalties sought in this action. Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the California Labor Code and applicable IWC Wage Order in at least three (3) locations within the County of Sacramento, including Defendants' facilities in Sacramento (7171 Bowling Drive, Suite 300, Sacramento, California 9582; 4600 47th Avenue, Suite 111, Sacramento, California 95824; 9333 Tech Center Drive, Suite 100, Sacramento, California 95826). Pursuant to California Civil Code of Procedure section 393, venue is proper for the recovery of a penalty or forfeiture imposed by statute in the county in which the cause, or some part of the cause, arose. Because Defendants have employees in Sacramento County and Plaintiff could bring this action to recover penalties in Sacramento County, venue is proper.

THE PARTIES

4. Plaintiff Jakeri Bawcum is a resident of San Leandro, in Alameda County, California. Defendants employed Plaintiff as an hourly paid, non-exempt Care Coordinator from approximately May 2023 to October 2023. During her employment, Plaintiff typically worked eight (8) hours or more per day and five (5) days per week. Plaintiff's primary job duties included, without limitation, supporting individuals experiencing homelessness by offering assistance in various areas such as housing referrals, mental health services, and coordinating necessary appointments; conducting intake interviews; traveling with clients; and completing paperwork.

5. BAY AREA COMMUNITY SERVICES, INC. was and is, upon information and belief, a California nonprofit corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

6. BAY AREA COMMUNITY SERVICES HOUSING CORPORATION was and

1 is, upon information and belief, a California nonprofit corporation, and at all times hereinafter
2 mentioned, an employer whose employees are engaged throughout this county and the State of
3 California.

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

8 8. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
9 were the partners, agents, owners, or managers of BAY AREA COMMUNITY SERVICES,
10 INC. and BAY AREA COMMUNITY SERVICES HOUSING CORPORATION at all
11 relevant times.

12 9. Plaintiff is informed and believes, and thereon alleges, that each and all of the
13 acts and omissions alleged herein was performed by, or is attributable to, BAY AREA
14 COMMUNITY SERVICES, INC.; BAY AREA COMMUNITY SERVICES HOUSING
15 CORPORATION; and/or DOES 1 through 10 (collectively, “Defendants” or “BACS”), each
16 acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with,
17 each of the other co-Defendants and was acting within the course and scope of such agency,
18 employment, joint venture, or concerted activity with legal authority to act on the others’
19 behalf. The acts of any and all Defendants were in accordance with, and represent, the official
20 policy of Defendants.

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

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

28 12. Under California law, Defendants are jointly and severally liable as employers

1 for the violations alleged herein because they have each exercised sufficient control over the
2 wages, hours, working conditions, and employment status of Plaintiff and class members.
3 Each Defendant had the power to hire and fire Plaintiff and class members, supervised and
4 controlled their work schedule and/or conditions of employment, determined their rate of pay,
5 and maintained their employment records. Defendants suffered or permitted Plaintiff and
6 class members to work and/or “engaged” Plaintiff and class members so as to create a
7 common-law employment relationship. As joint employers of Plaintiff and class members,
8 Defendants are jointly and severally liable for the civil penalties and all other relief available
9 to Plaintiff and class members under the law.

10 13. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
11 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
12 members because Defendants have:

- 13 (a) jointly exercised meaningful control over the work performed by
14 Plaintiff and class members;
- 15 (b) jointly exercised meaningful control over Plaintiff’s and class members’
16 wages, hours, and working conditions, including the quantity, quality
17 standards, speed, scheduling, and operative details of the tasks
18 performed by Plaintiff and class members;
- 19 (c) jointly required that Plaintiff and class members perform work which is
20 an integral part of Defendants’ businesses; and
- 21 (d) jointly exercised control over Plaintiff and class members as a matter of
22 economic reality in that Plaintiff and class members were dependent on
23 Defendants, who shared the power to set the wages of Plaintiff and class
24 members and determined their working conditions, and who jointly
25 reaped the benefits from the underpayment of their wages and
26 noncompliance with other statutory provisions governing their
27 employment.

28 14. Plaintiff is informed and believes, and thereon alleges, that at all relevant times

1 there has existed a unity of interest and ownership between Defendants such that any
2 individuality and separateness between the entities has ceased.

3 15. BAY AREA COMMUNITY SERVICES, INC.; BAY AREA COMMUNITY
4 SERVICES HOUSING CORPORATION; and DOES 1 through 10 are therefore alter egos of
5 each other.

6 16. Adherence to the fiction of the separate existence of Defendants would permit
7 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
8 from liability for the wrongful acts committed by them under the name BACS.

9 17. Plaintiff further alleges, upon information and belief, that Defendants BAY
10 AREA COMMUNITY SERVICES, INC. and BAY AREA COMMUNITY SERVICES
11 HOUSING CORPORATION are alter egos of each other for the following reasons:

- 12 (a) On the California Secretary of State's website
13 (<https://bizfileonline.sos.ca.gov/>), BAY AREA COMMUNITY
14 SERVICES, INC. and BAY AREA COMMUNITY SERVICES
15 HOUSING CORPORATION share the same principal address and
16 mailing address of "390 40TH STREET OAKLAND, CA 94609";
- 17 (b) On the California Secretary of State's website, BAY AREA
18 COMMUNITY SERVICES, INC. and BAY AREA COMMUNITY
19 SERVICES HOUSING CORPORATION share the same agent for
20 service of process, "Michael Ward";
- 21 (c) According to their most recent "Statement of Information" forms filed
22 with the California Secretary of State, BAY AREA COMMUNITY
23 SERVICES, INC. and BAY AREA COMMUNITY SERVICES
24 HOUSING CORPORATION share the same officers, including, but not
25 limited to:
- 26 (i) Jamie Almanza, who serves as Chief Executive Officer;
27 Judith Bloom, who serves as Secretary; and Barbara
28 MacAuliffe, who serves as Chief Operating Officer for BAY

1 AREA COMMUNITY SERVICES, INC. and BAY AREA
2 COMMUNITY SERVICES HOUSING CORPORATION;
3 and

4 (d) On information and belief, BAY AREA COMMUNITY SERVICES,
5 INC. and BAY AREA COMMUNITY SERVICES HOUSING
6 CORPORATION utilize the same standardized employment forms and
7 issue the same employment policies.

8 **GENERAL ALLEGATIONS**

9 18. Defendants are a non-profit agency providing behavioral health and housing
10 services for teens, adults, older adults, and their families across the Bay Area. Upon
11 information and belief, Defendants maintain a single, centralized Human Resources (“HR”)
12 department at their company headquarters in Oakland, California, which is responsible for the
13 recruiting and hiring of new employees, and communicating and implementing Defendants’
14 company-wide policies, including timekeeping policies and meal and rest period policies, to
15 employees throughout California.

16 19. In particular, Plaintiff and class members, on information and belief, received
17 the same standardized documents and/or written policies. Upon information and belief, the
18 usage of standardized documents and/or written policies, including new-hire documents,
19 indicate that Defendants dictated policies at the corporate level and implemented them
20 company-wide, regardless of their employees’ assigned locations or positions. Upon
21 information and belief, Defendants set forth uniform policies and procedures in several
22 documents provided at an employee’s time of hire.

23 20. Upon information and belief, Defendants maintain a centralized Payroll
24 department at their company headquarters in Oakland, California, which processes payroll for
25 all non-exempt, hourly paid employees working for Defendants at their various locations in
26 California, including Plaintiff and class members. Based upon information and belief,
27 Defendants issue the same formatted wage statements to all non-exempt, hourly paid
28 employees in California, irrespective of their work locations. Upon information and belief,

1 Defendants process payroll for departing employees in the same manner throughout the State
2 of California, regardless of the manner in which each employee's employment ends.

3 21. Defendants continue to employ non-exempt or hourly paid employees in
4 California.

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

9 23. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
10 members were not paid for all hours worked because all hours worked were not recorded.

11 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and class members were entitled to receive certain wages for
13 overtime compensation and that they were not receiving certain wages for overtime
14 compensation.

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

20 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and class members were entitled to meal periods in
22 accordance with the California Labor Code and applicable IWC Wage Order or payment of
23 one (1) additional hour of pay at their regular rates of pay when they were not provided with
24 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members
25 were not provided with all meal periods or payment of one (1) additional hour of pay at their
26 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
27 period.

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

1 should have known that Plaintiff and class members were entitled to rest periods in
2 accordance with the California Labor Code and applicable IWC Wage Order or payment of
3 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
4 permitted to take a compliant rest period and that Plaintiff and class members were not
5 authorized and permitted to take compliant rest periods or provided with payment of one (1)
6 additional hour of pay at their regular rates of pay when they were not authorized and
7 permitted to take a compliant rest period.

8 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and class members were entitled to receive complete and
10 accurate wage statements in accordance with California law. In violation of the California
11 Labor Code, Plaintiff and class members were not provided complete and accurate wage
12 statements.

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

17 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and class members were entitled to timely payment of all
19 wages earned upon termination of employment. In violation of the California Labor Code,
20 Plaintiff and class members did not receive payment of all wages due, including, but not
21 limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within
22 permissible time periods.

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

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

1 should have known that Plaintiff and/or class members were entitled to receive full
2 reimbursement for all business-related expenses and costs they incurred during the course and
3 scope of their employment and that they did not receive full reimbursement of applicable
4 business-related expenses and costs incurred.

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

11 **PAGA REPRESENTATIVE ALLEGATIONS**

12 34. At all times herein set forth, PAGA provides that any provision of law under
13 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
14 assessed and collected by the Labor and Workforce Development Agency ("LWDA") for
15 violations of the California Labor Code and applicable IWC Wage Order may, as an
16 alternative, be recovered by aggrieved employees in a civil action brought on behalf of
17 themselves and other current or former employees pursuant to procedures outlined in
18 California Labor Code section 2699.3.

19 35. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
20 person who was employed by the alleged violator and against whom one or more of the
21 alleged violations was committed."

22 36. Plaintiff and other current and former employees of Defendants are "aggrieved
23 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current
24 or former employees and one or more of the alleged violations were committed against them.

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

28 (a) The aggrieved employee or representative shall give written notice by

1 online filing with the LWDA and by certified mail to the employer of
2 the specific provisions of the California Labor Code alleged to have
3 been violated, including the facts and theories to support the alleged
4 violation.

5 (b) An aggrieved employee's notice filed with the LWDA pursuant to
6 2699.3(a) and any employer response to that notice shall be
7 accompanied by a filing fee of seventy-five dollars (\$75).

8 (c) The LWDA shall notify the employer and the aggrieved employee or
9 representative by certified mail that it does not intend to investigate the
10 alleged violation ("LWDA Notice") within sixty (60) calendar days of
11 the postmark date of the aggrieved employee's notice. Upon receipt of
12 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
13 (65) calendar days of the postmark date of the aggrieved employee's
14 notice, the aggrieved employee may commence a civil action pursuant
15 to California Labor Code section 2699 to recover civil penalties.

16 38. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
17 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
18 provision other than those listed in Section 2699.5 after the following requirements have been
19 met:

20 (a) The aggrieved employee or representative shall give written notice by
21 online filing with the LWDA and by certified mail to the employer of
22 the specific provisions of the California Labor Code alleged to have
23 been violated (other than those listed in Section 2699.5), including the
24 facts and theories to support the alleged violation.

25 (b) An aggrieved employee's notice filed with the LWDA pursuant to
26 2699.3(c) and any employer response to that notice shall be
27 accompanied by a filing fee of seventy-five dollars (\$75).

28 (c) The employer may cure the alleged violation within thirty-three (33)

1 calendar days of the postmark date of the notice sent by the aggrieved
2 employee or representative. The employer shall give written notice
3 within that period of time by certified mail to the aggrieved employee or
4 representative and by online filing with the LWDA if the alleged
5 violation is cured, including a description of actions taken, and no civil
6 action pursuant to Section 2699 may commence. If the alleged violation
7 is not cured within the 33-day period, the aggrieved employee may
8 commence a civil action pursuant to Section 2699.

9 39. On March 7, 2024, Plaintiff provided written notice by online filing to the
10 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
11 Code alleged to have been violated, including facts and theories to support the alleged
12 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
13 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
14 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
15 Plaintiff PAGA Case Number LWDA-CM-1015409-24. A true and correct copy of Plaintiff's
16 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

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

20 41. Thus, Plaintiff has satisfied the administrative prerequisites under California
21 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
22 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a),
23 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

24 42. Labor Code section 558(a) provides "[a]ny employer or other person acting on
25 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
26 provision regulating hours and days of work in any order of the Industrial Welfare
27 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
28 dollars (\$50) for each underpaid employee for each pay period for which the employee was

1 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
2 underpaid employee for each pay period for which the employee was underpaid” Labor
3 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
4 to any other civil or criminal penalty provided by law.”

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

8 44. As set forth below, Defendants have violated numerous provisions of both the
9 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
10 Order.

11 45. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
12 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a
13 private attorney general, seeks assessment and collection of civil penalties for herself, all other
14 aggrieved employees, and the State of California against Defendants for violations of
15 California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d),
16 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

17 **CLASS ACTION ALLEGATIONS**

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

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

23 48. Plaintiff’s proposed class consists of and is defined as follows:

24 All persons who worked for Defendants as non-exempt, hourly
25 paid employees in California, at any time from December 1, 2022,
until the date of trial (“Class”).

26 49. Plaintiff’s proposed subclass consists of and is defined as follows:

27 All persons who worked for Defendants as non-exempt, hourly
28 paid employees in California and who received at least one wage
statement within one (1) year prior to the filing of the initial

complaint until the date of trial (“Subclass”).

50. Members of the Class and Subclass are referred to herein as “class members.”

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

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

- (a) Whether Defendants required Plaintiff and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime compensation to Plaintiff and class members;
- (b) Whether Defendants failed to pay Plaintiff and class members at least minimum wages for all hours worked;
- (c) Whether Defendants failed to provide Plaintiff and class members with meal periods;
- (d) Whether Defendants failed to authorize and permit Plaintiff and class members to take rest periods;
- (e) Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);
- (f) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);
- (g) Whether Defendants failed to pay earned overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiff and class members upon their discharge;
- (h) Whether Defendants failed to timely pay overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiff and class members during their employment;

- 1 (i) Whether Defendants failed to reimburse Plaintiff and/or class members
2 for necessary and required business-related expenditures and/or losses
3 incurred by them in the scope of their employment;
4 (j) Whether Defendants engaged in unlawful and unfair business practices
5 in violation of California Business & Professions Code sections 17200,
6 *et seq.*; and
7 (k) The appropriate amount of damages, restitution, or monetary penalties
8 resulting from Defendants' violations of California law.

9 53. There is a well-defined community of interest in the litigation and the class
10 members are readily ascertainable:

- 11 (a) Numerosity: The class members are so numerous that joinder of all
12 members would be unfeasible and impractical. The membership of the
13 entire class is unknown to Plaintiff at this time; however, the class is
14 estimated to be greater than one hundred (100) individuals and the
15 identity of such membership is readily ascertainable by inspection of
16 Defendants' employment records.
17 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately
18 protect the interests of each class member with whom she has a well-
19 defined community of interest, and Plaintiff's claims (or defenses, if
20 any) are typical of all class members as demonstrated herein.
21 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately
22 protect the interests of each class member with whom she has a well-
23 defined community of interest and typicality of claims, as demonstrated
24 herein. Plaintiff acknowledges that she has an obligation to make
25 known to the Court any relationship, conflicts or differences with any
26 class member. Plaintiff's attorneys, the proposed class counsel, are
27 versed in the rules governing class action discovery, certification, and
28 settlement. Plaintiff has incurred, and throughout the duration of this

1 action, will continue to incur costs and attorneys' fees that have been,
2 are, and will be necessarily expended for the prosecution of this action
3 for the substantial benefit of each class member.

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

10 (e) Public Policy Considerations: Employers in the State of California
11 violate employment and labor laws every day. Current employees are
12 often afraid to assert their rights out of fear of direct or indirect
13 retaliation. Former employees are fearful of bringing actions because
14 they believe their former employers might damage their future
15 endeavors through negative references and/or other means. Class
16 actions provide the class members who are not named in the complaint
17 with a type of anonymity that allows for the vindication of their rights
18 while simultaneously protecting their privacy.

19 **FIRST CAUSE OF ACTION**

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

21 **(Against all Defendants)**

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

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

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

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

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

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

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

26 61. First, during the relevant period, Defendants had a policy and/or practice of
27 discouraging and impeding Plaintiff and class members from recording hours worked that
28 were outside of their scheduled shifts, in order to limit the amount of overtime employees

1 could accrue. As stated in Defendants' "Overtime Calculation" policy, "[p]rior written
2 authorization from [non-exempt employees'] supervisor must be obtained before working any
3 overtime." Defendants' policy and/or practice was to require employees to complete
4 timesheets online at the end of each pay period, and to submit them to management for review
5 and approval. Defendants' management also required Plaintiff and class members to record
6 only the scheduled shift start-times and shift end-times instead of their actual hours worked to
7 limit overtime hours employees were eligible to be compensated for. To the extent
8 Defendants' timekeeping policies have taken away time worked that was eligible for overtime,
9 Plaintiff and class members have been denied overtime pay for all hours worked.

10 62. Moreover, during the relevant time period, because Defendants discouraged
11 overtime accrual, Plaintiff and class members were required to complete assigned tasks before
12 and after their scheduled shifts and on their days off without being compensated for the time
13 they worked. For example, in order to meet Defendants' expectations of completing daily
14 tasks within her scheduled hours, Plaintiff would report to work before her scheduled shift
15 start-time in order to complete her assigned duties, such as preparing for scheduled
16 appointments and walk-ins, or meeting with clients off-site for housing viewing appointments.
17 As a further example, Plaintiff and class members were required to respond to phone
18 communications from supervisors before and after their shifts and/or on their days off. For
19 instance, about three (3) times per week, for approximately 15 minutes, Plaintiff was required
20 to answer work-related phone calls and text messages from her supervisor, to discuss the
21 statuses of cases. Additionally, once or twice per month, typically on her days off, Plaintiff
22 was required to sit in on phone calls with her supervisor to review and edit her timesheets,
23 which could take up to 45 minutes. However, Plaintiff was not allowed to record this time
24 spent working.

25 63. Second, Defendants had, and continue to have, company-wide policies and/or
26 practices of understaffing and assigning heavy workloads/caseloads, which resulted in a lack
27 of meal period coverage and prevented Plaintiff and class members from taking all
28 uninterrupted meal periods to which they were entitled. Moreover, Defendants have a practice

1 of failing to schedule meal periods, which further caused Plaintiff and class members to not be
2 relieved of their duties for compliant meal periods. For example, Plaintiff worked through her
3 meal periods at least once per week to meet the demands of her caseload of 20 clients, which
4 included attending scheduled and walk-in appointments. Consequently, Plaintiff and class
5 members were required to work through their meal periods and/or had their unpaid meal
6 periods interrupted or cut short in order to complete their assigned duties, time for which they
7 were not paid.

8 64. Third, because Defendants frowned upon employees accruing meal period
9 penalties, Defendants' management pressured employees to record compliant meal periods on
10 their timesheets, upon threat of discipline, even when they had not received compliant meal
11 periods. Additionally, Defendants' company-wide timekeeping system prevented Plaintiff
12 and class members from recording all hours worked when their meal periods were shortened
13 or interrupted, because the system locked out Plaintiff and class members once they clocked
14 out for a meal period, and would not permit them to clock back in from a meal period until 30
15 minutes elapsed. Thus, Defendants did not record all hours worked during meal periods, and
16 Plaintiff and class members performed work during meal periods for which they were not
17 paid.

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

25 66. Defendants' failure to pay Plaintiff and class members the balance of overtime
26 compensation, as required by California law, violates the provisions of California Labor Code
27 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
28 members are entitled to recover from Defendants their unpaid overtime compensation, as well

as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

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

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

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

69. As set forth above, Defendants maintained a company-wide policy and/or practice of limiting overtime accrual and pressuring employees to record only their scheduled hours on timesheets rather than hours actually worked, thereby shorting Plaintiff and class members for work performed outside their scheduled shifts. As set forth above, pursuant to this policy, Plaintiff and class members performed various work-related tasks while off-the-clock before and after their shifts and on their days off, including preparing for appointments, meeting with clients, and communicating with supervisors regarding work-related matters.

70. Second, as set forth above, due to Defendants' company-wide practices of understaffing, assigning heavy workloads, failing to schedule meal periods, and subsequent lack of meal period coverage, Plaintiff and class members were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Further, in order to prevent employees from accruing meal penalties, Defendants pressured Plaintiff and class members record on their timesheets that they took timely meal periods regardless of whether they had received compliant meal periods or not, upon threat of

discipline, in order to strictly limit penalties that would need to be paid by Defendants. Additionally, as stated, Defendants' company-wide timekeeping system prevented Plaintiff and class members from entering time worked during meal periods because the system locked out Plaintiff and class members for a full 30 minutes. Thus, Defendants did not accurately record all hours worked during meal periods, and Plaintiff and class members performed work during meal periods for which they were not paid.

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

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

THIRD CAUSE OF ACTION

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

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

74. At all relevant times herein set forth, California Labor Code section 512(a) provides 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. Under California law, first meal periods must start after no more

1 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

2 75. At all relevant times herein set forth, California Labor Code sections 226.7,
3 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
4 meal period mandated by an applicable order of the IWC.

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

11 77. First, during the relevant time period, as stated, Defendants had, and continue
12 to have, company-wide policies and/or practices of understaffing, which, combined with the
13 assignment of heavy workloads and failure to schedule meal periods, resulted in a lack of
14 meal period coverage and prevented Plaintiff and class members from taking all timely,
15 uninterrupted meal periods to which they were entitled. For example, as stated, Plaintiff
16 worked straight through her meal periods approximately once per week to meet the demands
17 of her caseload. Additionally, Plaintiff often took her meal periods late, after the fifth hour of
18 work, due to the heavy workload. Thus, Plaintiff and class members had to work through all
19 or part of their meal periods, had their meal periods interrupted, and/or had to wait extended
20 periods of time before taking meal periods.

21 78. Second, as stated, because Defendants frowned upon employees accruing meal
22 period penalties, Defendants' management pressured employees to record compliant meal
23 periods on their timesheets, upon threat of discipline, regardless of whether they had received
24 a compliant meal period or not, in order to strictly limit the meal penalties that would need to
25 be paid by Defendants. Additionally, as stated, Defendants' company-wide timekeeping
26 system prevented Plaintiff and class members from recording all hours worked when their
27 meal periods were shortened or interrupted, because the system locked out Plaintiff and class
28 members once they clocked out for a meal period, and would not permit them to clock back in

1 from a meal period before 30 minutes had elapsed. Plaintiff and class members did not sign
2 valid meal period waivers on days that they were entitled to meal periods and were not
3 relieved of all duties.

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

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

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

19 **FOURTH CAUSE OF ACTION**

20 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 21 **(Against all Defendants)**

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

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

27 84. At all relevant times, the applicable IWC Wage Order provides that "[e]very
28 employer shall authorize and permit all employees to take rest periods, which insofar as

1 practicable shall be in the middle of each work period” and that the “rest period time shall be
2 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
3 hours or major fraction thereof” unless the total daily work time is less than three and one-half
4 (3 ½) hours.

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

16 86. During the relevant time period, Defendants regularly failed to authorize and
17 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
18 period worked or major fraction thereof. As with meal periods, Defendants’ company-wide
19 practices, including understaffing and assigning heavy workloads, prevented Plaintiff and
20 class members from being relieved of all duty in order to take their rest periods. Defendants
21 also failed to schedule rest periods, which, coupled with Defendants’ failure to provide
22 adequate rest period coverage, further led to Plaintiff and class members not being authorized
23 and permitted to take compliant rest periods.

24 87. Moreover, on information and belief, Defendants maintained a company-wide
25 on-premises rest period policy, which effectively required that Plaintiff and class members
26 remain on Defendants’ premises during their rest periods. Because Plaintiff and class
27 members were restricted from leaving the premises during rest periods, they were denied the
28 ability to use their rest periods freely for their own purposes, such as running personal errands.

1 Thus, Defendants effectively maintained control over Plaintiff and class members during rest
2 periods.

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

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

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

19 **FIFTH CAUSE OF ACTION**

20 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 21 **Statements and Failure to Maintain Accurate Payroll Records** 22 **(Against all Defendants)**

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

25 92. At all relevant times herein set forth, California Labor Code section 226(a)
26 provides that every employer shall furnish each of his or her employees an accurate and
27 complete itemized wage statement in writing, including, but not limited to, the name and
28 address of the legal entity that is the employer, the inclusive dates of the pay period, total

1 hours worked, and all applicable rates of pay.

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

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

18 95. The wage statement deficiencies also include, among other things, failing to list
19 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
20 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
21 for which employees were paid; failing to list the name of the employee and only the last four
22 digits of his or her social security number or an employee identification number other than a
23 social security number; failing to list the name and address of the legal entity that is the
24 employer; and/or failing to state all hours worked as a result of not recording or stating hours
25 worked off-the-clock.

26 96. California Labor Code section 1174(d) provides that “[e]very person employing
27 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
28 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the

1 plants or establishments at which employees are employed, payroll records showing the hours
2 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
3 applicable piece rate paid to, employees employed at the respective plants or
4 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
5 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
6 members showing the daily hours they worked and the wages paid thereto as a result of failing
7 to record the off-the-clock hours that they worked.

8 97. California Labor Code section 1198 provides that the maximum hours of work
9 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
10 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
11 employment of any employees for longer hours than those fixed by the order or under
12 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
13 Wage Order, employers are required to keep accurate time records showing when the
14 employee begins and ends each work period and meal period. During the relevant time
15 period, Defendants engaged in company-wide practices and/or policies of failing to record
16 actual hours worked, and thereby failed to keep accurate records of work period and meal
17 period start and end times for Plaintiff and Subclass members, in violation of section 1198.

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

22 **SIXTH CAUSE OF ACTION**

23 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 24 **Termination** 25 **(Against all Defendants)**

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

28 100. This cause of action is dependent upon, and wholly derivative of, the overtime

1 wages, minimum wages, and/or meal and rest period premiums that that were not timely paid
2 to Plaintiff and those class members no longer employed by Defendants upon their
3 termination.

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

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

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

22 SEVENTH CAUSE OF ACTION

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

24 (Against all Defendants)

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

27 105. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
28 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code

1 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7,
2 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c)
3 permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of
4 those Labor Code sections not found in section 2699.5, including sections 516, 1182.12, and
5 1198.5.

6 106. Defendants' conduct, as alleged herein, violates numerous sections of the
7 California Labor Code, including, but not limited to, the following:

- 8 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
9 Wage Order for Defendants' failure to compensate Plaintiff and other
10 aggrieved employees with all required overtime pay, as alleged herein;
- 11 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
12 1198, and the applicable IWC Wage Order for Defendants' failure to
13 compensate Plaintiff and other aggrieved employees with at least
14 minimum wages for all hours worked, as alleged herein;
- 15 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
16 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
17 and other aggrieved employees with meal periods, as alleged herein;
- 18 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
19 applicable IWC Wage Order for Defendants' failure to authorize and
20 permit Plaintiff and other aggrieved employees to take rest periods, as
21 alleged herein;
- 22 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
23 IWC Wage Order for failure to provide accurate and complete wage
24 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 25 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
26 IWC Wage Order for failure to maintain payroll records, as alleged
27 herein;
- 28 (g) Violation of Labor Code sections 201 and 202 for failure to pay all

1 earned wages upon termination, as alleged herein;

2 (h) Violation of Labor Code section 204 for failure to pay all earned wages
3 during employment, as alleged below; and

4 (i) Violation of Labor Code section 2802 for failure to reimburse other
5 aggrieved employees for all business expenses necessarily incurred, as
6 alleged below.

7 107. California Labor Code section 204 provides that all wages earned by any
8 person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of
9 any calendar month, other than those wages due upon termination of an employee, are due and
10 payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during
11 which the labor was performed. Labor Code section 204 provides that all wages earned by
12 any person in any employment between the sixteenth (16th) and the last day, inclusive, of any
13 calendar month, other than those wages due upon termination of an employee, are due and
14 payable between the first (1st) and the tenth (10th) day of the following month. Labor Code
15 section 204 provides that all wages earned for labor in excess of the normal work period shall
16 be paid no later than the payday for the next regular payroll period. Alternatively, at all times
17 relevant herein, Labor Code section 204 provides that the requirements of this section are
18 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the
19 wages are paid not more than seven (7) calendar days following the close of the payroll
20 period.

21 108. During the relevant time period, Defendants willfully failed to pay Plaintiff and
22 class members all wages due including, but not limited to, overtime wages, minimum wages,
23 and/or meal and rest period premiums, within the time periods specified by California Labor
24 Code section 204.

25 109. California Labor Code section 2802 requires employers to pay for all necessary
26 expenditures and losses incurred by the employee in the performance of his or her job. The
27 purpose of Labor Code section 2802 is to prevent employers from passing off their cost of
28 doing business and operating expenses on to their employees. *Cochran v. Schwan's Home*

1 *Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage
2 Order No. 4-2001, provides that: “[w]hen tools or equipment are required by the employer or
3 are necessary to the performance of a job, such tools and equipment shall be provided and
4 maintained by the employer, except that an employee whose wages are at least two (2) times
5 the minimum wage provided herein may be required to provide and maintain hand tools and
6 equipment customarily required by the trade or craft.”

7 110. During the relevant time period, Defendants had a company-wide policy of
8 requiring other aggrieved employees to utilize their own personal vehicles to carry out
9 company business, but failed to reimburse them for all costs of travel, including mileage. For
10 example, other aggrieved employees were required to drive themselves and Defendants’
11 clients to numerous locations across the Bay Area for various client appointments, such as
12 attending housing viewing appointments, which upon information and belief, could be up to a
13 25-minute drive. Although Defendants required other aggrieved employees to utilize their
14 personal vehicles to carry out their work-related responsibilities, Defendants failed to
15 reimburse them for their mileage or travel expenses.

16 111. Additionally, during the relevant time period, Defendants required other
17 aggrieved employees to purchase tools, supplies, and/or equipment that were necessary for the
18 completion of their work-related duties. For example, other aggrieved employees were
19 required to purchase hygienic products for emergencies with clients or food items for clients,
20 but were not reimbursed for these costs. Thus, Defendants failed to provide necessary tools,
21 supplies, and/or equipment to other aggrieved employees, forcing them to procure their own,
22 and failed to reimburse other aggrieved for these expenses.

23 112. Defendants could have provided other aggrieved employees with the actual
24 equipment for use on the job, such as company vehicles, tools, supplies, and/or equipment.
25 Or, Defendants could have reimbursed employees for their mileage, travel expenses, tools,
26 supplies, and/or equipment. Instead, Defendants passed these operating costs off onto other
27 aggrieved employees.

28 113. Defendants’ company-wide policy and/or practice of passing on their operating

1 costs to other aggrieved employees violates Labor Code section 2802. Defendants have
2 intentionally and willfully failed to reimburse other aggrieved employees for necessary
3 business-related expenses and costs. Other aggrieved employees are therefore entitled to
4 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

5 **EIGHTH CAUSE OF ACTION**

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

7 **Unlawful and Unfair Business Practices**

8 **(Against all Defendants)**

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

11 115. Defendants are “persons” as defined by California Business & Professions
12 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
13 and/or associations.

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

19 117. Defendants’ activities, as alleged herein, are violations of California law, and
20 constitute unlawful business acts and practices in violation of California Business &
21 Professions Code sections 17200, *et seq.*

22 118. A violation of California Business & Professions Code sections 17200, *et seq.*
23 may be predicated on the violation of any state or federal law. In the instant case, Defendants’
24 policies and practices have violated state law in at least the following respects:

- 25 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
26 class members, to work overtime without paying them proper
27 compensation in violation of California Labor Code sections 510 and
28 1198, and the applicable IWC Wage Order, as alleged herein;

- 1 (b) Failing to pay at least minimum wage to Plaintiff and class members in
2 violation of California Labor Code sections 1182.12, 1194, 1197,
3 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
4 herein;
- 5 (c) Failing to provide all meal periods to Plaintiff and class members in
6 violation of California Labor Code sections 226.7, 512(a), 516, and
7 1198, and the applicable IWC Wage Order, as alleged herein; and
- 8 (d) Failing to authorize and permit Plaintiff and class members to take all
9 rest periods in violation of California Labor Code sections 226.7, 516,
10 and 1198, and the applicable IWC Wage Order, as alleged herein.

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

22 120. As a result of the violations of California law herein described, Defendants
23 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members
24 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged
25 herein.

26 121. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
27 Plaintiff and class members are entitled to restitution of the wages and class-wide loss of the
28 statutory benefits implemented by section 226.7 withheld and retained by Defendants during a

1 period that commences four years prior to the filing of the initial complaint; a permanent
2 injunction requiring Defendants to pay all outstanding wages and all statutory benefits
3 implemented by section 226.7 due to Plaintiff and class members; and an award of attorneys’
4 fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws;
5 and an award of costs.

6 **REQUEST FOR JURY TRIAL**

7 Plaintiff requests a trial by jury.

8 **PRAYER FOR RELIEF**

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

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

14 **Class Certification**

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

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

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

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

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

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

28 9. For such other and further relief as the Court may deem equitable and

appropriate.

As to the Second Cause of Action

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

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

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

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

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

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

As to the Third Cause of Action

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

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

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

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

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

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

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As to the Fourth Cause of Action

22. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and class members to take all rest periods;
23. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee’s regular rate of pay for each workday that a rest period was not authorized and permitted;
24. For premiums pursuant to California Labor Code section 226.7(c);
25. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;
26. For attorneys’ fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and
27. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

28. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;
29. For injunctive relief pursuant to California Labor Code section 226(h);
30. For statutory penalties pursuant to California Labor Code section 226(e);
31. For attorneys’ fees and costs pursuant to California Labor Code section 226(e)(1); and
32. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

33. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,

1 and/or meal and rest period premiums owed at the time of termination of the employment of
2 Plaintiff and other terminated class members;

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

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

7 36. For attorneys' fees pursuant to California Code of Civil Procedure section
8 1021.5, or as otherwise provided by law; and

9 37. For such other and further relief as the Court may deem equitable and
10 appropriate.

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

12 38. That the Court declare, adjudge and decree that Defendants violated the
13 following California Labor Code provisions as to Plaintiff and/or other aggrieved employees:
14 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and
15 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
16 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
17 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
18 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
19 earned wages upon termination); 204 (by failing to timely pay all earned wages during
20 employment); and 2802 (by failing to reimburse business expenses);

21 39. For civil penalties pursuant to the California Labor Code, including sections
22 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198,
23 and 2802;

24 40. For attorneys' fees and costs pursuant to California Labor Code section
25 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
26 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
27 1197, 1197.1, 1198, and 2802; and

28 41. For such other and further relief as the Court may deem equitable and

appropriate.

As to the Eighth Cause of Action

42. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, and failing to timely pay Plaintiff and class members all earned wages during employment, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

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

44. For restitution of unpaid wages and statutory benefits under California Labor Code section 226.7 to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

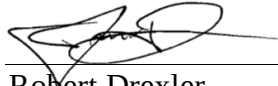
45. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

46. For such other and further relief as the Court may deem equitable and appropriate.

Dated: June 4, 2024

Respectfully submitted,

Capstone Law APC

By: 

Robert Drexler

Molly DeSario

Jonathan Lee

Attorneys for Plaintiff Jakeri Bawcum

EXHIBIT “1”



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ALEXANDER LIMA
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March 7, 2024

VIA ONLINE SUBMISSION

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

Subject: *Jakeri Bawcum v. Bay Area Community Services, Inc., et al.*

Dear PAGA Administrator:

This office represents Jakeri Bawcum in connection with her claims under the California Labor Code. Ms. Bawcum was an employee of BAY AREA COMMUNITY SERVICES, INC. and/or BAY AREA COMMUNITY SERVICES HOUSING CORPORATION. For the purpose of this letter, Ms. Bawcum collectively refers to these entities as "BACS."

The employers may be contacted directly at the addresses below:

BAY AREA COMMUNITY SERVICES, INC.
390 40TH STREET
OAKLAND, CA 94609

BAY AREA COMMUNITY SERVICES
HOUSING CORPORATION
390 40TH STREET
OAKLAND, CA 94609

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

BACS employed Ms. Bawcum as a non-exempt, hourly paid Care Coordinator from approximately May 2023 to October 2023. During her employment, Ms. Bawcum typically worked eight (8) hours or more per day and five (5) days per week. Ms. Bawcum's job duties included, without limitation, supporting individuals experiencing homelessness by offering assistance in various areas such as housing referrals, mental health services, and coordinating necessary appointments; conducting intake interviews; traveling with clients; and completing paperwork.

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

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

BAY AREA COMMUNITY SERVICES, INC. and BAY AREA COMMUNITY SERVICES HOUSING CORPORATION are California nonprofit corporations providing behavioral health and housing services for teens, adults, older adults, and their families across the Bay Area. Upon information and belief, BACS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Oakland, California, for all non-exempt, hourly paid employees working for BACS in California, including Ms. Bawcum and other aggrieved employees. At all relevant times, BACS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Bawcum and other aggrieved employees, regardless of their location or position.

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

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

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

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

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

First, during the relevant time period, BACS had a policy and/or practice of discouraging and impeding Ms. Bawcum and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, in order to limit the amount of overtime employees could accrue. As stated in BACS's "Overtime Calculation" policy, "[p]rior written authorization from [non-exempt employees'] supervisor must be obtained before working any overtime." BACS's policy and/or practice was to require employees to complete timesheets online at the end of each pay period, and to submit them to management for review and approval. BACS's management also required Ms. Bawcum and other aggrieved employees to record only the scheduled shift start-times and shift end-times instead of their actual hours worked to limit overtime hours employees were eligible to be compensated for. To the extent BACS's timekeeping policies have taken away time worked that was eligible for overtime, Ms. Bawcum and other aggrieved employees have been denied overtime pay for all hours worked.

Moreover, during the relevant time period, because BACS discouraged overtime accrual, Ms. Bawcum and other aggrieved employees were required to complete certain tasks before and after their scheduled shifts and on their days off without being compensated for the time they worked. For example, in order to meet BACS's expectations of completing daily tasks within her scheduled hours, Ms. Bawcum would report to work before her scheduled shift start-time in order to complete her assigned duties, such as preparing for scheduled appointments and walk-ins, or meeting with clients off-site for housing viewing appointments. As a further example, Ms. Bawcum and other aggrieved employees were required to respond to phone communications from supervisors before and after their shifts and/or on their days off. For instance, about three (3) times per week, for approximately 15 minutes, Ms. Bawcum was required to answer work-related phone calls and text messages from her supervisor, to discuss the statuses of cases. Additionally, once or twice per month, typically on her days off, Ms. Bawcum was required to sit in on phone calls with her supervisor to review and edit her timesheets, which could take up to 45 minutes. However, Ms. Bawcum was not allowed to record this time spent working.

Second, BACS had, and continues to have, company-wide policies and/or practices of understaffing and assigning heavy workloads/caseloads, which resulted in a lack of meal period coverage and prevented Ms. Bawcum and other aggrieved employees from taking all uninterrupted meal periods to which they were entitled. Moreover, BACS has a practice of failing to schedule meal periods, which further caused Ms. Bawcum and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Bawcum worked through her meal periods at least once per week to meet the demands of her caseload of 20 clients, which included attending scheduled and walk-in appointments. Consequently, Ms. Bawcum and other aggrieved employees were required to work through their meal periods and/or had their unpaid meal periods interrupted or cut short in order to complete their assigned duties, time for which they were not paid.

Third, because BACS frowned upon employees accruing meal period penalties, BACS's management pressured employees to record compliant meal periods on their timesheets, upon threat of discipline, even when they had not received compliant meal periods. Additionally, BACS's company-wide timekeeping system prevented Ms. Bawcum and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Bawcum and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes elapsed. Thus, BACS did not record all hours worked during meal periods, and Ms. Bawcum and other aggrieved employees performed work during meal periods for which they were not paid.

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

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

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

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

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

As set forth above, during the relevant time period, BACS maintained a company-wide policy and/or practice of limiting overtime accrual and pressuring employees to record only their scheduled hours on timesheets rather than hours actually worked, thereby shorting Ms. Bawcum and other aggrieved employees for work performed outside their scheduled shifts. As set forth above, pursuant to this policy, Ms. Bawcum and other aggrieved employees performed various work-related tasks while off-the-clock before and after their shifts, including preparing for appointments, meeting with clients, and communicating with supervisors regarding work-related matters.

Second, as set forth above, due to BACS's company-wide practices of understaffing, assigning heavy workloads, failing to schedule meal periods, and subsequent lack of meal period coverage, Ms. Bawcum and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Further, in order to prevent employees from accruing meal penalties, BACS pressured Ms. Bawcum and other aggrieved employees to record on their timesheets that they took compliant meal periods regardless of whether they had received compliant meal periods or not, in order to strictly limit penalties that would need to be paid by BACS. Additionally, as stated, BACS's company-wide timekeeping system prevented Ms. Bawcum and other aggrieved employees from entering time worked during meal periods because the system locked out Ms. Bawcum and other aggrieved employees for a full 30 minutes.

Thus, BACS did not accurately record all hours worked during meal periods, and Ms. Bawcum and other aggrieved employees performed work during meal periods for which they were not paid.

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

Accordingly, BACS regularly failed to pay at least minimum wages to Ms. Bawcum and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Bawcum and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

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

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

First, during the relevant time period, as stated, BACS had, and continues to have, a company-wide policy and/or practice of understaffing, which, combined with the assignment of heavy workloads and failure to schedule meal periods, resulted in a lack of meal period coverage and prevented Ms. Bawcum and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. For example, as stated, Ms. Bawcum worked straight through her meal periods approximately once per week to meet the demands of her caseload. Additionally, Ms. Bawcum often took her meal periods late after the fifth hour of work, due to the heavy workload. Thus, Ms. Bawcum and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods.

Second, as stated, because BACS frowned upon employees accruing meal period penalties, BACS's management pressured employees to record compliant meal periods on their timesheets, upon threat of discipline, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal penalties that would need to be paid by BACS. Additionally, as stated, BACS's company-wide timekeeping system prevented Ms. Bawcum and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the

system locked out Ms. Bawcum and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed.

Further, BACS did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Ms. Bawcum and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

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

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

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

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

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

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest."

Augustus, et al. v. ABM Security Services, Inc., 2 Cal. 5th 257, 273 (2016).

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

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

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

BACS also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized or permitted. Because of this practice and/or policy, Ms. Bawcum and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that BACS did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, BACS did not pay other aggrieved employees at the correct rate of pay for premiums because BACS failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration in the regular rate of pay.

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

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

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

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

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

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

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

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

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate

time records showing when the employee begins and ends each work period and meal period. During the relevant time period, BACS engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period start and end times for Ms. Bawcum and other aggrieved employees in violation of section 1198. Furthermore, in light of BACS's failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, BACS kept no records of meal start and end times for second meal periods.

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

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

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

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

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

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

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

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

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

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

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

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. California Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) “[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]” or 2) “[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.”

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

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

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

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

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

First, during the relevant time period, BACS had a company-wide policy of requiring other aggrieved employees to utilize their own personal vehicles to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, other aggrieved employees were required to drive themselves and BACS's clients to numerous locations across the Bay Area for various client appointments, such as attending housing viewing appointments, which upon information and belief, could be up to a 25 minute drive. Although BACS required other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, BACS failed to reimburse them for their mileage or travel expenses.

Second, during the relevant time period, BACS required other aggrieved employees to purchase tools, supplies, and/or equipment that were necessary for the completion of their work-related duties. For example, other aggrieved employees were required to purchase hygienic products for emergencies with clients or food items for clients, but were not reimbursed for these costs. Thus, BACS failed to provide necessary tools, supplies, and/or equipment to other aggrieved employees, forcing them to procure their own, and failed to reimburse other aggrieved for these expenses.

BACS could have provided other aggrieved employees with the actual equipment for use on the job, such as company vehicles, tools, supplies, and/or equipment. Or, BACS could have reimbursed employees for their mileage, travel expenses, tools, supplies, and/or equipment. Instead, BACS passed these operating costs off onto other aggrieved employees.

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

California Labor Code § 558(a)

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

Accordingly, Ms. Bawcum seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Bawcum, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against BACS for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

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

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

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

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', with a long, sweeping horizontal stroke extending to the right.

Alexander Lima

Copy: BAY AREA COMMUNITY SERVICES, INC. (via U.S. Certified Mail); BAY AREA
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D. Is delivery address different from item 1? ☐ Yes
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PROOF OF SERVICE

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

On **June 4, 2024**, I served the document described as **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Michael Ward
23950 Mission Blvd
Hayward, CA 94544

Agent for Defendants
BAY AREA COMMUNITY SERVICES,
INC., and BAY AREA COMMUNITY
SERVICES HOUSING CORPORATION

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **June 4, 2024**, at Los Angeles, California.

Sophia Flores
Type/Print Name


Signature