

PARTIES | JURISDICTION | VENUE

4. Plaintiff, at all times relevant hereto, is and has been a resident of the State of California.

5. Plaintiff, at all times relevant hereto, is and has been a resident of the State of California.

6. Defendant Jewish LearningWorks, Inc. operates non-profit at 44 Page Street, Suite 604, San Francisco, California 94102 (the “worksite”).

7. Defendant conducts business in the State of California.

8. Under California Code of Civil Procedure section 395(a), venue is proper in this County because Defendant resides in this County and/or Plaintiff’s alleged injuries herein occurred in this County.

9. The true names and capacities of the defendants named herein as Does 1 through 10, inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff believes that all of the Doe defendants are California residents. Plaintiff will amend this Complaint to show such true names and capacities when they have been determined. Defendant and Doe Defendants are collectively referred to as “Defendant,” “Defendants” or “Defendant Employers.”

10. Plaintiff believes that, at all times relevant herein, each defendant designated, including Does 1 through 10, was the agent, managing agent, principal, owner, partner, joint venturer, representative, manager, servant, employee, and/or co-conspirator of each of the other defendants, and was at all times mentioned herein acting within the course and scope of said agency and employment, and that all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and consent of each defendant designated herein.

11. Defendant, and each of them, acted in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code section 12940(i). Defendant, and each of them, formed and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiff harm.

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ALTER EGO | AGENCY | JOINT EMPLOYER

12. There exists such a unity of interest and ownership between Defendant Employers that the individuality and separateness of Defendant Employers have ceased to exist. At all times relevant hereto, Defendant Employers, and each of them, were the agents, employees, managing agents, supervisors, coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendant Employers, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status and/or joint venture and with the permission and consent of each of the other Defendant Employers. Whenever and wherever reference is made in this complaint to any act or failure to act by a defendant or co-defendant, such allegations and references shall also be deemed to mean the acts and/or failures to act by each defendant acting individually, jointly and severally.

13. Plaintiff believes Defendant Employers were both Plaintiff's joint employer and are liable under the joint employer and single enterprise theories. *See Laird v. Capital Cities* (1998) 68 Cal.App.4th 727, 737-38 (four factors to prove single enterprise are "interrelation of operations, common management, centralized control of labor relations, and common ownership or financial control. ... Although courts consider the four factors together, they often deem centralized control of labor relations the most important."); *see also Vernon v. State of California* (2004) 116 Cal.App.4th 114, 128 (separate entities can also be deemed a "joint employer" by having the right to control the employment relationship, as evaluated by focusing on "an examination of defendant's role with respect to the right to hire, fire, transfer, promote, discipline, set the terms, conditions and privileges of employment, train and pay the plaintiff.")).

14. Defendant Employers were Plaintiff's employers, joint employers and/or special employers within the meaning of Government Code sections 12926 (d), 12940 (a),(h),(1), (h)(3)(A), (i), and, 12950, and regularly employ five (5) or more persons and are therefore subject to the jurisdiction of this Court. Defendant Employers were Plaintiff's employers, joint employers and/or special employers within the meaning of the Labor Code and the applicable Industrial Welfare Commission Order, and are each an "employer or other person acting on behalf of an employer" as such term is used in Labor Code sections 558 and/or 558.1, and liable to Plaintiff on that basis. Defendant Employers are Plaintiff's joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of Defendant Employers.

1 Plaintiff performed services for each and every one of Defendant Employers, and to the mutual benefit
2 of all Defendant Employers, and all Defendant Employers shared control of Plaintiff as an employee,
3 either directly or indirectly, and the manner in which Defendant Employers' business was and is
4 conducted.

5 15. Labor Code section 558.1 provides that an employer or "other person acting on behalf of
6 an employer" who violates certain California wage and hour laws "may be held liable as the employer for
7 such violation." Labor Code section 558.1 defines "other person acting on behalf of an employer" as a
8 "natural person who is an owner, director, officer, or managing agent" of the employer. Labor Code
9 section 558.1(b). *See* Labor Code section 558(a) (authorizing civil penalties against "any employer or
10 other person acting on behalf of an employer" who causes overtime pay violations to occur."); *see Atempa*
11 *v. Pedrazzani*, 27 Cal.App.5th 809, 823-824 (2018); Labor Code section 1197.1 ("Any employer or other
12 person acting either individually or as an officer, agent, or employee of another person" for failure to pay
13 minimum wages."); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089 (2005) ("aggrieved employees may
14 ... maintain civil actions to recover such penalties"); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089, fn.
15 10 (2005) (alter ego doctrine may be used in wage claim actions to impose liability on controlling directors
16 and shareholders); *see* Government Code section 12925(d) (defining "Person" as one *or more* individuals,
17 partnerships, associations, corporations, limited liability companies, legal representatives, trustees,
18 trustees in bankruptcy, and receivers or other fiduciaries).

19 16. Despite the formation of purported corporate existence, Defendant Employers are, in
20 reality, one and the same, including, but not limited to because: (a) Defendant Employers are completely
21 dominated and controlled by one another, who personally committed the frauds and violated the laws as
22 set forth in this complaint, and who have hidden and currently hide behind Defendant Employers to
23 perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose; (b)
24 Defendant Employers derive actual and significant monetary benefits by and through one another's
25 unlawful conduct, and by using one another as the funding source for their own personal expenditures;
26 (c) Defendant Employers, while really one and the same, were segregated to appear as though separate
27 and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other
28 wrongful or inequitable purpose; (d) Defendant Employers does not comply with all requisite corporate

1 formalities to maintain a legal and separate corporate existence; (e) the business affairs of Defendant
2 Employers are, and at all times relevant were, so mixed and intermingled that the same cannot
3 reasonably be segregated, and the same are in inextricable confusion. Defendant Employers are, and at
4 all times relevant hereto were, used by one another as a mere shell and conduit for the conduct of certain
5 of Defendant Employers' affairs, and are, and were, the alter ego of one another. The recognition of
6 the separate existence of each of the Defendant Employers would not promote justice, in that it would
7 permit Defendant Employers to insulate themselves from liability to Plaintiff for violations of the law.
8 The corporate existence of Defendant Employers should each be disregarded in equity and for the ends of
9 justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein. Accordingly,
10 Defendant Employers constitute the alter ego of one another, and the fiction of their separate corporate
11 existence must be disregarded.

12 ADMINISTRATIVE EXHAUSTION

13 17. Plaintiff exhausted administrative requirements for Plaintiff's claims.

14 18. On April 16, 2024, Plaintiff's counsel gave written notice by online filing with the
15 California Labor & Workforce Development Agency ("LWDA") and by sending via certified mail to
16 Defendants a letter specifying the California Labor Code provisions Defendants violated, including the
17 facts and theories supporting the alleged violations. More than sixty-five (65) days have passed since
18 Plaintiff's counsel submitted the letter to the LWDA and certified-mailed the letter to Defendants, and the
19 LWDA has not provided notice of intent to investigate the alleged violations, nor have Defendants
20 provided notice of intent or any efforts to cure. Accordingly, the statutory period for any investigation or
21 response has concluded and Plaintiff may commence this lawsuit pursuant to Labor Code section 2699,
22 as provided by subsection 2699.3.

23 FACTUAL ALLEGATIONS

24 19. **Defendant.** Defendant Jewish LearningWorks, Inc. operates non-profit at 44 Page Street,
25 Suite 604, San Francisco, California 94102 (the "worksite").

26 20. **Plaintiff's Hire & Job Details.** On or about August 12, 2019, Defendant hired Plaintiff
27 Adeena Ellison as an employee in the job position of Administrative Assistant. Plaintiff worked for
28 Defendant until December 6, 2023.

21. Over time, Plaintiff was promoted to Programs and Data Specialist, with job duties including coordinating events.

22. Defendant initially classified Plaintiff as “non-exempt” but paid an annual salary of \$60,000 for 35 hours per week. Effective July 2020, Defendant raised Plaintiff to \$61,800.

23. In May 2021, Plaintiff started to report to Director of Educational Leadership **Jennifer Mangel**.

24. Effective June 23, 2021, Defendant raised Plaintiff to \$63,654, and effective December 20, 2021, Defendant raised Plaintiff to \$65,563. Effective July 1, 2022, Defendant raised Plaintiff to \$68,765 for full-time (40 hours per week) and made clear that Plaintiff was not entitled to overtime insofar as “***All positions at Jewish LearningWorks are exempt.***” Exhibit 1.

25. Effective February 1, 2023, Defendant raised Plaintiff to \$71,000 “based on [Plaintiff’s] work performance.” Exhibit 2.

26. Effective July 1, 2023, Defendant raised Plaintiff to \$75,000 and expressed gratitude to Plaintiff for being a “talented and committed team member.” Exhibit 3.

27. **Plaintiff Complains About Being Misclassified.** In April 2022, Plaintiff complained to Jennifer Mangel, CEO **Dana Sheanin**, and Administrative Assistant **Lynn Rothman** that her raise to \$61,800 in July 2020 was insufficient because it was a cost of living increase that did not account for the additional five weekly hours of work from 35 to 40 hours per week. Plaintiff complained that she was entitled to overtime pay before the raise because she was considered non-exempt. However, Dana Sheanin told Plaintiff that Plaintiff was always exempt from overtime.

28. **Plaintiff Complains About Vacation Pay.** In June 2023, Plaintiff complained that she was not accruing vacation time as promised in Defendant’s vacation policy. Plaintiff complained that Defendant was treating her like a “non-exempt” employee and thus not permitting vacation accrual whereas Defendant’s handbook states: *regular, full-time exempt employees accrue vacation at the annual equivalent of: 120 hours (15 days) per year during the first and second years of employment 136 hours (17 days) during the third year 152 hours (19 days) during the fourth year 176 hours (22 days) per year during the fifth and subsequent years....* Exhibit 4.

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1 29. Defendant told Plaintiff that she was “non-exempt” and Plaintiff had to advocate for
2 herself. Defendant preferred that employees do not take time off and started to retaliate against Plaintiff
3 for standing up for herself.

4 30. **Plaintiff’s Pay & Misclassification.** Defendant misclassified Plaintiff as “exempt” as
5 Plaintiff should have been “non-exempt” thus entitled to overtime and breaks. Even though Defendant
6 (barely) paid Plaintiff the requisite minimum salary threshold, Defendant did not allow Plaintiff to
7 customarily and regularly exercise discretion and independent judgment in performing her job duties,
8 presumably under the Executive and/or Administrative Exemption, as required by California Code of
9 Regulations, Title 8, Section 11040(1)(A)(2). Defendant’s employees that supervised Plaintiff constantly
10 micromanaged her, allowing almost zero discretion or independent judgment.

11 31. **Overtime Work.** Defendant failed to pay Plaintiff for work in excess of eight (8) hours in
12 a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1.5) times the regular
13 rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
14 workweek, and for work in excess of twelve (12) hours in a day overtime compensation at a rate of two
15 (2) times the regular rate of pay.

16 32. **Rest Break Violations.** Defendant failed to authorize and permit Plaintiff to take a 10-
17 minute rest break per each four (4) hour period worked or a major fraction thereof, according to proof.
18 For instance, among other things according to proof: Plaintiff did not get rest breaks at all; Plaintiff was
19 forced to work throughout Plaintiff’s rest breaks; Plaintiff was “on-call” during rest breaks; Plaintiff’s rest
20 breaks were not timely; Plaintiff’s rest breaks were interrupted; Plaintiff’s rest breaks were less than the
21 full 10 minutes; and/or Defendant required Plaintiff to remain on premises at the worksite during rest
22 breaks.

23 33. **Wage Statements.** Defendant knowingly and intentionally failed to provide Plaintiff with
24 uniform, complete, and accurate wage statements because the wage statements provided to Plaintiff failed
25 to list the: accurate totals of the hours worked; number of hours worked at each hourly rate; net wages
26 earned; and/or gross wages earned.

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28 ///

34. **Final Pay.** Defendant failed to pay Plaintiff all wages owed to Plaintiff immediately upon Plaintiff's termination of employment, including earned and unpaid wages, such as: minimum wages; overtime wages; and/or rest period premium wages.

FIRST CAUSE OF ACTION

**PAGA REPRESENTATIVE ACTION FOR PENALTIES PURSUANT TO
LABOR CODE SECTION 2698**

35. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

36. Under the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698-2699.5, private parties may recover civil penalties for violations of the Labor Code. These penalties are in addition to any other relief available under the Labor Code. As set forth above, Defendant has committed numerous violations of the Labor Code against Plaintiff, including but not limited to:

- **Labor Code §§ 201, 201.5, 202, 203.** Failure to pay all wages immediately upon termination or within 72 hours after notice of separation.
- **Labor Code § 204.** Failure to pay all earned wages within the time prescribed in Labor Code §§ 204(a) and 204(b).
- **Labor Code § 206.** Failure to pay all undisputedly owed wages.
- **Labor Code § 210.** Failure to pay wages as required by Labor Code §§ 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 227.3, and/or 1197.5.
- **Labor Code § 212.** Failure to include the name and address of established place of business in the state on pay checks to cash or deposit pay checks.
- **Labor Code § 213.** Unauthorized payment of final wages via direct deposit.
- **Labor Code § 221.** Failure to not collect and receive owed wages.
- **Labor Code § 226.** Failure to provide timely and accurate wage statements.
- **Labor Code § 226.3.** Failure to comply with Labor Code § 226(a).
- **Labor Code § 226.7.** Failure to provide rest periods and failure to provide an additional hour of pay at the regular rate of compensation in lieu of the rest periods.
- **Labor Code §§ 226.7 and 512.** Failure to provide meal periods and failure to provide an additional hour of pay at the regular rate of compensation in lieu of the meal periods.

- 1 • **Labor Code § 256.** Failure to pay all wages immediately upon termination or within 72 hours
2 after notice of separation.
- 3 • **Labor Code §§ 510 and 1194.** Failure to pay overtime and double time compensation.
- 4 • **Labor Code §§ 510, 1194, 1194.2, and 1197.** Failure to pay minimum wages, including overtime
5 and double time compensation at the minimum wage rate.
- 6 • **Labor Code § 558.** Violation of a section of the chapter of the Labor Code starting with Labor
7 Code § 500, *et seq.*, or any provision regulating hours and days of work in any order of the
8 Industrial Welfare Commission.
- 9 • **Labor Code § 558.1.** Violation any provision regulating minimum wages or hours and days of
10 work in any order of the Industrial Welfare Commission, and violating Labor Code §§ 203, 226,
11 226.7, 1193.1, and/or 1194.
- 12 • **Labor Code § 1174.** Failure to maintain compliant employee and payroll records.
- 13 • **Labor Code § 1197.1.** Failure to pay minimum wage.
- 14 • **Labor Code § 1199.** Violation of an order of the Industrial Welfare Commission.
- 15 • **Labor Code § 1198.** Violation of the following sections of orders of the Industrial Welfare
16 Commission for conditions of labor prohibited by such:
 - 17 ○ **Wage Order 1-2001 (or other applicable Wage Order), Section 3,** requiring an
18 employer to pay overtime and double time compensation.
 - 19 ○ **Wage Order 1-2001 (or other applicable Wage Order), Section 4,** requiring an
20 employer to pay minimum wages, including overtime and double time compensation at the
21 minimum wage rate.
 - 22 ○ **Wage Order 1-2001 (or other applicable Wage Order), Section 7,** requiring an
23 employer to maintain accurate information with respect to each employee; provide
24 employees with thorough and accurate itemized wage statements; and, provide clocks
25 within a reasonable distance from employees' work areas.
 - 26 ○ **Wage Order 1-2001 (or other applicable Wage Order), Section 11,** requiring an
27 employer to provide its employees with adequate meal periods and an additional hour of
28 pay at the regular rate of compensation in lieu of the rest periods.

- **Wage Order 1-2001 (or other applicable Wage Order), Section 12**, requiring an employer to provide its employees with adequate rest periods and an additional hour of pay at the regular rate of compensation in lieu of the rest periods.

- **Labor Code § 2802**. Failure to reimburse necessary business expenses.

37. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code section 2699(c), and a proper representative to bring a civil action on behalf of Plaintiff and other current and former employees of Defendant pursuant to the procedures specified in California Labor Code section 2699.3, because Plaintiff is employed by Defendant and the alleged violations of the California Labor Code were committed against Plaintiff.

38. Pursuant to California Labor Code section 2699.3, Plaintiff gave written notice on April 16, 2024 by online filing to the California Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendant of the specific provisions of the California Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. More than 65 days have passed since Plaintiff provided written notice to the LWDA. The LWDA has not provided notice that it intends to investigate PLAINTIFF’S claims.

39. Pursuant to California Labor Code section 2699.3, Plaintiff served Defendant with the aforementioned LWDA notice via certified mail on April 16, 2024. More than 33 days have passed since that date. Defendant has not provided Plaintiff with notice that it cured any of the violations alleged therein.

40. Per the tolling provision in Labor Code section 2699.3(g), the period of liability under Plaintiff’s PAGA claim extends one year and sixty-five days before the filing of this complaint (the “PAGA Liability Period”).

41. Accordingly, Plaintiff has complied with all of the requirements set forth in California Labor Code section 2699.3 to commence a representative action under PAGA.

42. Pursuant to PAGA, Plaintiff seeks civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof, pursuant to the California Labor Code, including California Labor Code sections 2699(a) and 2699(f), which provides for \$100 for each initial violation and \$200 for each subsequent violation per employee pay period. In addition, pursuant to

1 PAGA, Plaintiff seeks to recover civil penalties, including but not limited to penalties under Labor Code
2 sections 210, 225.5, 226.3, 558, 1174.5, 1197.1, and 1199 from Defendant in a representative action for
3 the violations set forth above. Plaintiff is entitled to an award of reasonable attorneys' fees and costs
4 pursuant to Labor Code section 2699(g)(1).

5 **JURY TRIAL DEMANDED**

6 Plaintiff demands a jury trial to the extent permitted for PAGA claims.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff prays judgment against Defendant as follows:

- 9 a. For penalties where provided by law;
10 b. For punitive damages where allowed by law;
11 c. For prejudgment interest pursuant to California Labor Code section 218.6,
12 California Civil Code section 3287 and/or California Civil Code section 3288
13 and/or any other provision of law providing for prejudgment interest;
14 d. For attorneys' fees where allowed by law;
15 e. For costs of suit incurred herein; and
16 f. For such other and further relief as deemed just and proper
17

18 DATED: June 21, 2024

COLBY LAW FIRM, PC

19 

20 By: _____

21 AARON N. COLBY
22 ZOE YUZNA

23 Attorneys for Plaintiff
24 ADEENA ELLISON
25
26
27
28

EXHIBIT 1



Main Office

44 Page Street

Suite 604

San Francisco, CA 94102

tel 415 751-6983

fax 415 668-1816

June 23, 2021

Adeena Ellison
Administrative Assistant

Dear Adeena,

The Jewish LearningWorks Board of Directors has approved the 2021-2022 budget.

Effective July 1, 2021, I am pleased to confirm your annual salary, working 40 hours per week-100% FTE, will be \$63,654.00.

Jewish LearningWorks reimburses employees up to \$50/month for your cell phone. Please submit your reimbursement request monthly or quarterly via an expense report.

Thank you for your hard work during this difficult past year. Jewish LearningWorks is so fortunate to have a team of kind, committed and relationship-oriented individuals. We make a difference in the community every day, because of you.

I look forward to working together in the year to come. May it bring more ease, and many blessings to all of us.

Todah Rabah,

A handwritten signature in blue ink, appearing to read "Dana".

Dana Sheanin
Chief Executive Officer

We are so lucky to have you! I'm looking forward to actually seeing you more this year
DS



Main Office

44 Page Street
Suite 604
San Francisco, CA 94102
tel 415 751-6983
fax 415 668-1816

December 20, 2021

Adeena Ellison
Administrative Assistant

Dear Adeena,

I am pleased to announce the Jewish LearningWorks Board of Directors has approved a special mid-year COLA increase of three percent (3%) for all staff.

Effective January 1, 2022, your annual salary will be \$ 65,563. 62.

Thank you for your hard work during this difficult past year. Jewish LearningWorks is so fortunate to have a team of kind, committed and relationship-oriented individuals. We make a difference in the community every day, because of you.

I look forward to working together in the year to come. May it bring more ease, and many blessings to all of us.

Todah Rabah,

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

Dana Sheanin
Chief Executive Officer

Jewish Community Library

1835 Ellis Street
San Francisco, CA 94115
tel 415 567-3327
fax 415 567-4542



Main Office

44 Page Street
Suite 604
San Francisco, CA 94102
tel 415 751-6983
fax 415 668-1816

June 17, 2022

Adeena Ellison
Program Data Specialist

Dear Adeena,

Thank you so much for your dedication over the past year. Jewish LearningWorks is fortunate to have such a talented and committed team advancing our mission. I appreciate you, and all that your work makes possible in our community.

The Jewish LearningWorks Board of Directors has now approved the 2022-23 budget. Effective July 1, 2022, your annual salary will be \$68,765.26. Your position is budgeted at 100% time, which translates to 40 hours of employment per week. All positions at Jewish LearningWorks are exempt.

In recognition of our largely remote work environment, Jewish LearningWorks will reimburse employees \$50 per month for your cell phone. This year, that reimbursement will be added to your paycheck pretax, which you'll see reflected in Gusto. There will therefore be no need to submit your phone bills.

Wishing you a joyful and healthy summer!

Kol Tuv,

Dana Sheanin
Chief Executive Officer

Jewish Community Library

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San Francisco, CA 94115
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fax 415 567-4542

EXHIBIT 2



January 31, 2023

Adeena Ellison
2647 Folsom Street
San Francisco, CA 94110

Re: Salary Increase

Dear Adeena,

Congratulations! You have earned a salary increase based on your work performance in 2022.

Effective February 1, 2023, Jewish LearningWorks will increase your annual salary to \$71,000 less applicable withholding. All other terms of your employment remain the same.

Jewish LearningWorks adheres to a policy of employment-at-will, which allows either party to terminate the employment relationship at any time for any reason. This notice does not change this policy.

Thank you for your continued commitment to our team and we look forward to a great year.

Sincerely,


Dana Sheanin
Chief Executive Officer

I understand and acknowledge the terms of this letter set forth above:

Adeena-Shayna Ellison
Print Full Name


Signature

2/1/2023
Date

EXHIBIT 3



June 30, 2023

Adeena Ellison
Job Title: Program and Data Specialist

Re: COLA/Merit Increase

Dear Adeena,

The Jewish LearningWorks Board of Directors has approved our 2023-24 budget. Effective July 1, 2023, your annual salary will be \$75,000. Your position is exempt and budgeted at 100% time or a 40-hour work week. All other terms and conditions of your employment remain unchanged.

Thank you so much for your dedication over the past year. Jewish LearningWorks is fortunate to have such a talented and committed team member helping to advance our mission. I appreciate you, and all that your work makes possible in our community.

Wishing you a joyful and healthy summer!

Kol Tuv,

Dana Sheanin
Chief Executive Officer

EXHIBIT 4

From: Adeena Ellison Adeena@jewishlearning.works 
Subject: Fwd: Vacation Accrual Question
Date: December 6, 2023 at 3:19 PM
To: adeena.ellison@gmail.com



----- Forwarded message -----

From: **Adeena Ellison** <Adeena@jewishlearning.works>
Date: Mon, Jun 12, 2023 at 11:23 AM
Subject: Re: Vacation Accrual Question
To: Antonette Wint <hr@jewishlearning.works>

Hi Antonette,

I apologize for the late reply. I was waiting to talk to Jenni and then left to take a couple days of vacation.

This situation is especially confusing because I noticed something similar in the past. Last year I was looking at my offer letter from 2019 and 2020 and noticed that my hours had increased from 35 to 40, but my pay per hour was not adjusted. I brought this to Jenni, who brought it to Dana, who then confirmed with Lisa that I was not owed a pay adjustment or backpay because I had switched from a non-exempt to an exempt employee between 2019 and 2020.

Neither Dana nor Lisa spoke directly to me to confirm this, I only heard this explanation from Jenni.

So now I'm seeing this as an issue of both pay and vacation and sick time accrual from the last three fiscal years.

I appreciate that you are looking into this and working with Dana to find a resolution.

On Fri, Jun 9, 2023 at 7:37 AM Antonette Wint <hr@jewishlearning.works> wrote:

Hi Adeena,

Following up, there is no record of this change but Dana has prioritized finding a resolution for you upon her return next week. Either Dana or I will be in touch to confirm a clear path forward.

Thanks for your cooperation and patience.

Antonette

On Tue, Jun 6, 2023 at 11:03 AM Antonette Wint <hr@jewishlearning.works> wrote:

Hi Adeena,

I understand that you're confused. We'll figure this out. Please share the communication you received from Dana and Lisa about you having an exempt status and I'll look further into this for you.

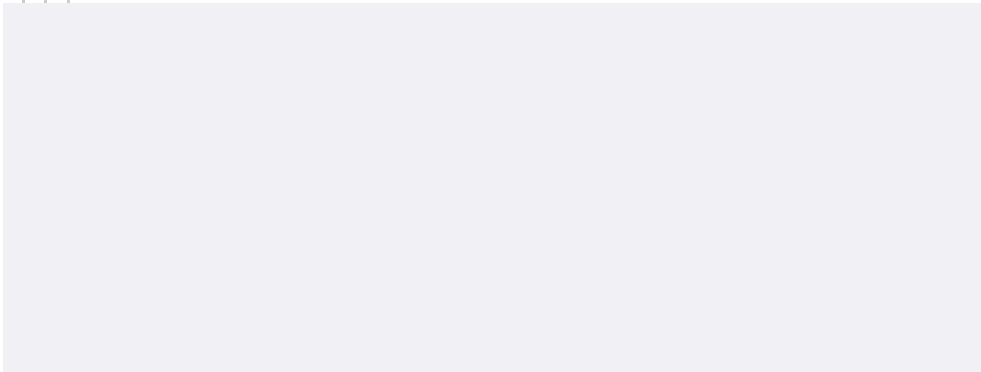
Thanks,
Antonette

On Tue, Jun 6, 2023 at 9:48 AM Adeena Ellison <Adeena@jewishlearning.works> wrote:

Hey Antonette,

I didn't realize I have always had an exempt status. I'm confused because I have been told by both Dana and Lisa that I am exempt and not eligible for overtime..

I'm also reading here that all employees are exempt at JLW.





Main Office

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June 17, 2022

Adeena Ellison
Program Data Specialist

Dear Adeena,

Thank you so much for your dedication over the past year. Jewish LearningWorks is fortunate to have such a talented and committed team advancing our mission. I appreciate you, and all that your work makes possible in our community.

The Jewish LearningWorks Board of Directors has now approved the 2022-23 budget. Effective July 1, 2022, your annual salary will be \$68,765.26. Your position is budgeted at 100% time, which translates to 40 hours of employment per week. All positions at Jewish LearningWorks are exempt.

In recognition of our largely remote work environment, Jewish LearningWorks will reimburse employees \$50 per month for your cell phone. This year, that reimbursement will be added to your paycheck pretax, which you'll see reflected in Gusto. There will therefore be no need to submit your phone bills.

Wishing you a joyful and healthy summer!

Kol Tuv,

Dana Sheanin
Chief Executive Officer

jewishlearning.works

Again, thanks for your help.

Adeena

On Mon, Jun 5, 2023 at 8:04 PM Antonette Wint <hr@jewishlearning.works> wrote:
Hi Adeena,

On your signed 2019 offer letter, you are classified as a non-exempt employee. Based on that and since there is no documentation of your status changing, the vacation accrual schedule applied is correct.

Let me know if you have any other questions.

Antonette

On Mon, Jun 5, 2023 at 4:42 PM Adeena Ellison <Adeena@jewishlearning.works> wrote:
Thank you for this information, Antonette.

It sounds like I have always been accruing vacation based on a non-exempt status since joining Jewish LearningWorks in August, 2019. Can you confirm that?

I ask because many of my offer letters state that I should be an exempt employee, and therefore accruing vacation hours as an exempt employee.

According to the handbook, "regular, full-time exempt employees accrue vacation at the annual equivalent of: 120 hours (15 days) per year during the first and second years of employment 136 hours (17 days) during the third year 152 hours (19 days) during the fourth year 176 hours (22 days) per year during the fifth and subsequent years of employment."

Can you confirm that my understanding is correct?

On Mon, Jun 5, 2023 at 11:44 AM Antonette Wint <hr@jewishlearning.works> wrote:
Hi Adeena,

Accounting confirmed that you are currently accruing 112 hours/year as a non-exempt employee and in August when you hit the 5th year of employment with JLW your accrual rate will change to 133 hours/year.

Thanks,
Antonette

On Fri, Jun 2, 2023 at 1:22 PM Adeena Ellison <Adeena@jewishlearning.works> wrote:
Hi Antonette,

Sounds good to me.

On Thu, Jun 1, 2023 at 3:04 PM Antonette Wint <hr@jewishlearning.works> wrote:
Hi Adeena,

I'm well and hope you are too!

I will touch base with accounting and we'll see what we can find. Will follow-up soon.

Thanks,
Antonette

On Thu, Jun 1, 2023 at 5:59 PM Adeena Ellison <Adeena@jewishlearning.works> wrote:
Hi Antonette,

I hope you are doing well. I was wondering if you had any documents that show the vacation days that I have taken per fiscal year since my start at JLW in Aug 2019.

It is my 4th year at Jewish LearningWorks and I just want to check that I have been accruing the correct amount each year.

Can you confirm that I am currently set to accrue 152 hours, that last year I was set to accrue 136, and the year before 120?

Thank you,
Adeena

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