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Attorneys for Plaintiff JAZMINE MAJOR
on behalf of the State of California and all Aggrieved Employees and Class Members

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JAZMINE MAJOR, on behalf of the State of
California and all Aggrieved Employees and
Class Members,

Plaintiff,

v.

HEART OF LOS ANGELES YOUTH,
INC., a California Nonprofit Corporation;
and DOES 1-100, inclusive,

Defendants.

Case No.: **24STCV30115**

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT FOR:**

- 1. Recovery of Unpaid Minimum Wages and Liquidated Damages**
- 2. Recovery of Unpaid Overtime Wages**
- 3. Failure to Provide Meal Periods or Compensation in Lieu Thereof**
- 4. Failure to Provide Rest Periods or Compensation in Lieu Thereof**
- 5. Violations of Labor Code Section 226**
- 6. Failure to Timely Pay All Wages Due Upon Separation of Employment**
- 7. Failure to Reimburse Business Expenses**
- 8. Unfair Competition and**
- 9. Violation of the Private Attorneys General Act of 2004**

DEMAND FOR JURY TRIAL

1 Plaintiff, JAZMINE MAJOR, (“PLAINTIFF”), on behalf of the State of California and all
2 Aggrieved Employees (as defined below) and Class Members (as defined below), hereby files this
3 Complaint against Defendants HEART OF LOS ANGELES YOUTH, INC., a California Nonprofit
4 Corporation; and DOES 1-100, inclusive, (collectively referred to herein as “DEFENDANTS”).
5 PLAINTIFF is informed and believes and thereon alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. This Court has jurisdiction over PLAINTIFF’s claims for penalties pursuant to
8 California statutes, including but not limited to the PAGA, and decisional law and regulations.

9 2. Venue is proper in this judicial district and the County of Los Angeles pursuant to
10 California Code of Civil Procedure section 395.5 because DEFENDANTS transact business within
11 this judicial district, DEFENDANTS employed PLAINTIFF to work in this judicial district,
12 DEFENDANTS maintain their principal place of business within this judicial district, and conduct
13 alleged by PLAINTIFF herein occurred in this judicial district. *See also Crestwood Behavioral*
14 *Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a PAGA action is proper in
15 any county where the defendants committed Labor Code violations against some of its employees).
16 Venue is also proper pursuant to section 393 of the California Code of Civil Procedure because the
17 cause, or some part of the cause, arose in the County of Los Angeles.

18 **THE PARTIES**

19 3. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of
20 California and a citizen of the State of California.

21 4. PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFF worked for
22 DEFENDANTS as a non-exempt employee with a job title(s) of teacher and/or a similar title(s)
23 and/or job position(s) from in or around 2021 through in or around January 2024. PLAINTIFF
24 worked for DEFENDANTS at DEFENDANTS’ Los Angeles, California location(s). PLAINTIFF
25 worked for DEFENDANTS out of DEFENDANTS’ main campus on Wilshire Blvd in Los Angeles
26 as well as at various other locations in including, but not limited to, Los Angeles County, as assigned
27 by DEFENDANTS.

28 5. Defendant HEART OF LOS ANGELES YOUTH, INC. is a California Nonprofit

1 Corporation that, at all relevant times, was authorized to do business within the State of California
2 and is doing business in the State of California.

3 6. DEFENDANTS own, operate, manage and/or staff its employees to work at the
4 offices, campuses, schools, centers and/or facilities and/or other location(s) in California, including,
5 but not limited to, the offices, campuses, schools, centers and/or facilities and/or other location(s)
6 in Los Angeles, California. DEFENDANTS, through its various locations, serve the education
7 industry.¹

8 7. The true names and capacities of the DOE Defendants sued herein as DOES 1
9 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such
10 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally
11 responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this
12 Complaint to reflect the true names and capacities of the Doe Defendants when such identities
13 become known.

14 8. PLAINTIFF is further informed and believes that, at all relevant times, each
15 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
16 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
17 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
18 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
19 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
20 complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant
21 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
22 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
23 controlled, aided and abetted the conduct of all other Defendants.

24 **JOINT LIABILITY**

25 9. Under California law, the definition of the terms “to employ” are broadly construed
26 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
27

28 ¹ See <https://www.heartofla.org/>. Last visited on May 27, 2024.

1 exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3)
2 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49
3 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
4 was to reach situations in which multiple entities control different aspects of the employment
5 relationship. Supervision of the work, in the specific sense of exercising control over how services
6 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
7 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a
8 temporary employment agency) hires and pays a worker, and the other entity supervises the work.
9 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in
10 California, applying a less stringent standard to what constitutes sufficient control by a business
11 over its vendor’s employees’ wages and working conditions to render that business liable as a joint
12 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
13 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
14 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
15 employment,” *Id.* at 875 [emphasis added].

16 10. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and other
17 Aggrieved Employees (defined below) and Class Members (defined below) were jointly employed
18 by DEFENDANTS for purposes of the Wage Orders, under the alternative definitions of “to
19 employ” adopted by the California Supreme Court in *Martinez*, supra. As discussed below, these
20 DEFENDANTS (1) exercised control over wages, hours and working conditions of PLAINTIFF
21 and Aggrieved Employees and Class Members; (2) suffered or permitted PLAINTIFF and
22 Aggrieved Employees and Class Members to work for them; and (3) engaged PLAINTIFF and
23 Aggrieved Employees and Class Members to work for them.

24 11. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
25 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
26 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices
27 across all of their locations/facilities and subjected all of the Aggrieved Employees and Class
28 Members to these same policies and practices regardless of the location(s) where they worked.

1 Among other things, PLAINTIFF is informed and believes that: (1) there is common ownership in,
2 and financial control, in DEFENDANTS' companies, (2) DEFENDANTS utilize common
3 management, who have control over the day-to-day operations and employment matters, including
4 the power to hire and fire, set schedules, issue employee policies, and determine rates of
5 compensation across its locations in California; (3) DEFENDANTS utilize the same policies and
6 procedures for all California employees, including issuing the same employee handbooks and other
7 form agreements; (4) DEFENDANTS use at least some of the same Human Resources personnel
8 and attorneys to oversee employment matters; and, (6) DEFENDANTS share employees.

9 12. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
10 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and Aggrieved
11 Employees and Class Members upon whose behalf PLAINTIFF brings these allegations and cause
12 of action, in that DEFENDANTS, exercised sufficient control over PLAINTIFF and the Aggrieved
13 Employees and Class Members' wages, hours and working conditions, and/or suffered or permitted
14 them to work so as to be considered the joint employers of PLAINTIFF and Aggrieved Employees
15 and Class Members.

16 13. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a
17 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
18 time-keeping practices, meal and rest periods, reimbursement of business expenses and other
19 working conditions that were distributed to, and/or applied to PLAINTIFF and Aggrieved
20 Employees and Class Members, and further that DEFENDANTS uniformly compensated and
21 controlled the wages of PLAINTIFF and other Aggrieved Employees and Class Members in a
22 uniform manner. DEFENDANTS collectively represented to PLAINTIFF and other Aggrieved
23 Employees and Class Members that each was an "at-will" employee of DEFENDANTS, and that
24 DEFENDANTS collectively retained the right to terminate PLAINTIFF's and other Aggrieved
25 Employees and Class Members' employment with or without cause. Upon information and belief,
26 DEFENDANTS further collectively represented to PLAINTIFF and Aggrieved Employees and
27 Class Members in writing the details of their compensation, and the manner in which they were to
28 take meal and rest periods, the procedures required by DEFENDANTS collectively for recordation

1 of hours worked and the policies applicable to PLAINTIFF and Aggrieved Employees and Class
2 Members by which DEFENDANTS collectively would evaluate their wage rates.

3 14. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
4 and working conditions of PLAINTIFF and Aggrieved Employees and Class Members. As such,
5 DEFENDANTS collectively held the right to control virtually every aspect of PLAINTIFF's and
6 the Aggrieved Employees and Class Members' employment, including the instrumentality that
7 resulted in the illegal conduct for which PLAINTIFF seeks relief in this Complaint.

8 15. PLAINTIFF is informed and believes that DEFENDANTS exercised the same
9 control over, applied the same policies and practices, and engaged in the same acts and omissions
10 with regard to the other Aggrieved Employees and Class Members.

11 16. PLAINTIFF is informed and believes and hereon alleges that DEFENDANTS must
12 be classified as joint employers of PLAINTIFF for purposes of liability for civil penalties under
13 PAGA, as the aforementioned entities engaged, suffered and permitted PLAINTIFF to perform
14 services from which they benefited, and furthermore that the aforementioned entities had the right
15 to exercise control over the wages, hours and/or working conditions of PLAINTIFF at all relevant
16 times herein, so as to be considered the joint employers of PLAINTIFF.

17 17. By reason of their status as joint employers of PLAINTIFF and Aggrieved
18 Employees and Class Members, DEFENDANTS are each liable for civil penalties for violations of
19 the California Labor Code and applicable Wage Orders as to all Aggrieved Employees.

20 **PAGA ALLEGATIONS**

21 18. PLAINTIFF brings this action under the PAGA, as a representative action on behalf
22 of the State of California and all Aggrieved Employees, regarding violations of the California Labor
23 Code as set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include:

24 All current and former non-exempt employees that worked either
25 directly or via a staffing agency for any one or more DEFENDANTS
26 at any location in California at any time from one year plus 65 days
27 from the filing of the initial Complaint through the present ("PAGA
28 Period").

1 19. PLAINTIFF is an “aggrieved employee,” as that term is defined under Labor Code
2 section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory
3 limitations period and suffered one or more of the Labor Code violations set forth herein.
4 Accordingly, PLAINTIFF seeks to recover on behalf of the State of California, and all Aggrieved
5 Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.
6 PLAINTIFF has standing to bring a PAGA cause of action on behalf of the State and all Aggrieved
7 Employees, as PLAINTIFF was jointly employed by DEFENDANTS and is thereby affected by
8 one or more of the alleged violations. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23
9 Cal.App.5th 745, 757. A PAGA plaintiff has authority to seek penalties for all known violations
10 committed by the employer – regardless of whether Plaintiff experienced all violations personally.
11 *Id.* at 760-761.

12 **COMPLIANCE WITH PAGA’S NOTIFICATION REQUIREMENTS**

13 20. PLAINTIFF, on May 29, 2024, through counsel, gave written notice by online filing
14 with the California Labor and Workforce Development Agency (“LWDA”) informing it that
15 DEFENDANTS failed to comply with California’s labor laws with regard to the allegations alleged
16 in this Complaint (“PAGA Notice”). The PAGA Notice was also sent to DEFENDANTS via
17 certified mail.

18 21. The PAGA Notice outlined PLAINTIFF’s claims for violations of the California
19 Labor Code and the applicable wage orders on behalf of the State of California and all Aggrieved
20 Employees.

21 22. The LWDA did not provide notice of its intention to investigate DEFENDANTS’
22 violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the
23 alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA.
24 PLAINTIFF has exhausted the administrative remedies as required by Labor Code section 2699.3.
25 Consequently, PLAINTIFF’s right to file the instant lawsuit has duly accrued.

26 23. PLAINTIFF seeks to recover the PAGA civil penalties through a representative
27 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
28 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

1 **CLASS ALLEGATIONS**

2 24. PLAINTIFF brings this action on behalf of PLAINTIFF, and all others similarly
3 situated as a class action pursuant to Code of Civil Procedure section 382. The class PLAINTIFF
4 seeks to represent are defined as follows and referred to as the “Class” or “Class Members”:

5 All current and former non-exempt employees that worked either
6 directly or via a staffing agency for any one or more of the
7 DEFENDANTS at any location in California at any time within the
8 four years prior to the filing of the initial Complaint (“Class Period”).

9 a. Numerosity. While the exact number of Class Members is unknown to
10 PLAINTIFF at this time, the Class is so numerous that the individual joinder of
11 all members is impractical under the circumstances of this case. PLAINTIFF is
12 informed and believes the Class consists of at least 100 individuals.

13 b. Common Questions of Law and Fact. This lawsuit is suitable for class treatment
14 because common questions of law and fact predominate over individual issues.
15 Common questions include, but are not limited to, the following: (1) whether
16 DEFENDANTS understated hours worked and failed to pay all amounts due to
17 PLAINTIFF and the Class Members for wages earned, including minimum and
18 overtime wages, under California law; (2) whether DEFENDANTS provided
19 PLAINTIFF and the Class Members with all meal periods or premium payments
20 in lieu thereof in compliance with California law; (3) whether DEFENDANTS
21 provided PLAINTIFF and the Class Members with all rest periods or premium
22 payments in lieu thereof, in compliance with California law; (4) whether
23 DEFENDANTS provided PLAINTIFF and Class Members with accurate,
24 itemized wage statements in compliance with California law, displaying,
25 including but not limited to, the total hours worked during the pay period; (5)
26 whether DEFENDANTS timely produce complete employment records upon
27 written request(s) from PLAINTIFF and Class Members; (6) whether
28 DEFENDANTS timely paid PLAINTIFF and the Class Members all wages due

1 upon separation of employment; (7) whether DEFENDANTS failed to
2 reimburse PLAINTIFF and the Class Members for all business expenses; and
3 (8) whether DEFENDANTS violated California Business and Professions Code
4 sections 17200, *et seq.*

5 c. Ascertainable Class. The proposed Class is ascertainable as members can be
6 identified and located using information in DEFENDANTS' business, payroll
7 and personnel records.

8 d. Typicality. PLAINTIFF's claims are typical of the claims of the Class Members.
9 PLAINTIFF suffered a similar injury as members of the Class as a result of
10 DEFENDANTS' common practices regarding, *inter-alia*, failure to calculate
11 and pay all owed minimum and overtime wages, failure to provide proper meal
12 periods and rest periods or premium compensation in lieu thereof, failure to
13 provide accurate wage statements, failure to timely produce complete
14 employment records, failure to reimburse business expenses, and failure to
15 timely pay all wages due upon separation of employment.

16 e. Adequacy. PLAINTIFF will fairly and adequately protect the interests of the
17 Class Members. PLAINTIFF has no interests adverse to the interests of the other
18 Class Members. Counsel who represent PLAINTIFF are competent and
19 experienced in litigating similar class action cases and are California lawyers in
20 good standing. Counsel for PLAINTIFF have the experience and resources to
21 vigorously prosecute this case.

22 f. Superiority. A class action is superior to other available means for the fair and
23 efficient adjudication of this controversy since individual joinder of all members
24 of the class is impractical. Class action treatment will permit a large number of
25 similarly situated persons to prosecute their common claims in a single forum
26 simultaneously, efficiently, and without the unnecessary duplication of effort
27 and expense that numerous individual actions would engender. Furthermore, as
28 the damages suffered by each individual member of the Class may be relatively

1 small, the expenses and burden of individual litigation would make it difficult
2 or impossible for individual members of the Class to redress the wrongs done to
3 them, while an important public interest will be served by addressing the matter
4 as a class action. The cost to the court system of adjudication of such
5 individualized litigation would be substantial. Individualized litigation would
6 also present the potential for inconsistent or contradictory judgments. Finally,
7 the alternative of filing a claim with the California Labor Commissioner is not
8 superior, given the lack of discovery in such proceedings, the fact that there are
9 fewer available remedies, and the losing party has the right to a trial de novo in
10 the Superior Court.

11 **FACTUAL ALLEGATIONS**

12 25. During the relevant period, PLAINTIFF, and each of the Aggrieved Employees and
13 Class Members worked for DEFENDANTS in the State of California. At all times referenced herein,
14 DEFENDANTS exercised control over PLAINTIFF and Aggrieved Employees and Class Members
15 and suffered and/or permitted them to work.

16 26. PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFF worked for
17 DEFENDANTS as a non-exempt employee with a job title(s) of teacher and/or a similar title(s)
18 and/or job position(s) from in or around 2021 through in or around January 2024.

19 27. PLAINTIFF worked for DEFENDANTS at DEFENDANTS' Los Angeles,
20 California location(s). PLAINTIFF worked for DEFENDANTS out of DEFENDANTS' main
21 campus on Wilshire Blvd in Los Angeles as well as at various other locations in including but not
22 limited to, Los Angeles County as assigned by DEFENDANTS.

23 28. PLAINTIFF regularly worked at least five (5) to eight (8) hours per day, at least four
24 (4) to five (5) days per week. At all relevant times, PLAINTIFF was a non-exempt employee that
25 was paid on an hourly basis for time counted by DEFENDANTS as hours worked.

26 29. Based on information and belief, Class Members and Aggrieved Employees were
27 also compensated with non-discretionary compensation, including but not limited to, non-
28 discretionary bonus/incentive pay, shift differential pay and/or other non-discretionary

1 compensation. For example, at times, PLAINTIFF earned non-discretionary bonus pay/incentive
2 pay and/or other non-discretionary compensation.

3 30. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
4 PLAINTIFF and Aggrieved Employees and Class Members for all hours worked, resulting in the
5 underpayment of minimum and overtime wages. DEFENDANTS failed to compensate PLAINTIFF
6 and Aggrieved Employees and Class Members for all hours worked by virtue of, DEFENDANTS'
7 automatic deduction and time rounding policies, and failure to relieve employees of all
8 duties/employer control during unpaid meal periods or otherwise unlawful practices for missed or
9 improper meal periods, as explained below.

10 31. Based on information and belief, DEFENDANTS implemented a policy and/or
11 practice of rounding meal period start and end times and/or automatically deducting at least thirty
12 minutes per shift for meal periods, despite having actual and/or constructive knowledge that
13 PLAINTIFF and other Aggrieved Employees and Class Members were subject to DEFENDANTS'
14 control during purported meal periods and/or were otherwise not afforded lawful meal periods,
15 depriving PLAINTIFF and Aggrieved Employees and Class Members of all wages owed.

16 32. For example, as explained herein, based on information and belief, DEFENDANTS
17 would unlawfully edit the clock in and out times for PLAINTIFF's and other Class Members' and
18 Aggrieved Employees' meal periods in order to display at least a thirty- minute off-duty meal period
19 during many, if not all shifts worked, notwithstanding the fact that DEFENDANTS had actual
20 and/or constructive knowledge that DEFENDANTS had required PLAINTIFF and other Class
21 Members and Aggrieved Employees to perform work-related tasks during their meal periods.

22 33. Based on information and belief, Aggrieved Employees and Class Members were
23 not paid for all hours worked due to DEFENDANTS' policy and/or practice of paying according to
24 scheduled hours worked instead of actual time worked, time rounding policies and practices, and/or
25 mandated off-the clock work policies and/or practices.

26 34. For example, DEFENDANTS required PLAINTIFF to perform off-the-clock work
27 tasks prior to clocking in for the start of her shift and/or after clocking out for the end of her shift
28 and/or during unpaid meal periods and/or otherwise outside of PLAINTIFF's scheduled shift times,

1 resulting in DEFENDANTS' failure to compensate PLAINTIFF for all work time and the
2 underpayment of wages owed to PLAINTIFF.

3 35. For example, DEFENDANTS required PLAINTIFF to assist with completing off-
4 the-clock work tasks outside of scheduled shift times, including without limitation, organizing
5 DEFENDANTS' database and/or other off-the-clock work tasks, however, DEFENDANTS failed
6 to compensate PLAINTIFF for this off-the-clock work, resulting in the underpayment of wages
7 owed to PLAINTIFF.

8 36. For example, DEFENDANTS compensated PLAINTIFF at a flat rate of four (4)
9 hours when the work assigned PLAINTIFF by DEFENDANTS typically required at least six (6) to
10 eight (8) hours to complete, resulting in consistent off-the-clock work and DEFENDANTS' failure
11 to compensate PLAINTIFF for all hours worked and the underpayment of wages owed to
12 PLAINTIFF.

13 37. Based on information and belief, at times, Class Members and Aggrieved Employees
14 were required to spend time either initiating/reinitiating DEFENDANTS' electronic timekeeping
15 system/app prior to being able to clock in and/or were unable to clock in at all for the start of their
16 shifts and/or clock back in from meal periods, resulting in off-the-clock work and the underpayment
17 of minimum and overtime wages owed to Class Members and Aggrieved Employees. Based on
18 information and belief, Class Members and Aggrieved Employees experienced the same issues
19 when clocking out for shifts and/or back in for meal periods. This time spent under DEFENDANTS'
20 control was not recorded and not compensated and resulted in unpaid minimum wages.

21 38. Based on information and belief, Class Members and Aggrieved Employees were
22 required to be at their respective workstations at their scheduled shift start time or face discipline.
23 As such, Class Members and Aggrieved Employees typically arrived at work prior to their scheduled
24 shift start times so that they could perform any required pre-shift work, including but not limited to,
25 bestow personal items in employee lockers/storage area, retrieve and/or compile work
26 tools/equipment, make any necessary adjustments to tools/equipment don work clothing/uniforms
27 and/or protective equipment, and/or complete other work tasks so as to be ready to be at their
28 respective work stations at the start of their scheduled shift start time as mandated by

1 DEFENDANTS. This pre-shift off-the-clock work was neither recorded nor compensated resulting
2 in the substantial underpayment of wages owed to Class Members and Aggrieved Employees.

3 39. Based on information and belief, Class Members and Aggrieved Employees were
4 also required to perform post-shift off-the-clock work that was neither recorded nor compensated.
5 For example, based on information and belief, Class Members and Aggrieved Employees were
6 required to put away their work tools/equipment, provide shift debriefings/make/receive work-
7 related communications, assist students, change out of their work clothing/uniforms and/or
8 protective gear after clocking out for the end of their shifts, resulting in DEFENDANTS' failure to
9 compensate Class Members and Aggrieved Employees for all time worked and the underpayment
10 of minimum wages and overtime wages owed to Class Members and Aggrieved Employees.

11 40. For example, based on information and belief, Class Members and Aggrieved
12 Employees were at times required to clock out for the end of their shifts but were required to return
13 back to work off-the-clock due to the need to assist students and/or complete other assigned job
14 duties.

15 41. Based on information and belief, DEFENDANTS did not compensate Class
16 Members and Aggrieved Employees for time spent donning and doffing uniforms and/or personal
17 protective equipment and/or safety equipment (e.g. face masks) during meal periods, before the start
18 of a scheduled shift, and after completing a scheduled shift, resulting in off-the-clock work and the
19 underpayment of wages owed to Class Members and Aggrieved Employees.

20 42. Based on information and belief, DEFENDANTS required Class Members and
21 Aggrieved Employees to obtain Covid-related testing outside of their scheduled shift times without
22 compensating them for the time spent completing DEFENDANTS' testing requirements.

23 43. Based on information and belief, DEFENDANTS performed an automatic deduction
24 for meal periods that were worked through, interrupted, cut short, and/or during which Class
25 Members and Aggrieved Employees were not relieved of all duties and DEFENDANTS' control,
26 resulting in DEFENDANTS' failure to compensate Class Members and Aggrieved Employees for
27 all hours worked and the underpayment of minimum wages and overtime wages owed to Class
28 Members and Aggrieved Employees.

1 44. Based on information and belief, Class Members and Aggrieved Employees were
2 also pressured to complete at least some of their work tasks off-the-clock in order to meet
3 DEFENDANTS' goals and expectations.

4 45. For example, based on information and belief, Class Members and Aggrieved
5 Employees were required to complete off-the-clock work outside of scheduled shifts due to,
6 including but not limited to, work-related phone calls and/or messages they received to their phones
7 and were required to respond to, including but not limited to, communications from supervisors
8 regarding scheduling and/or other work tasks, resulting in the underpayment of wages owed to Class
9 Members and Aggrieved Employees.

10 46. Based on information and belief, DEFENDANTS required Class Members and
11 Aggrieved Employees to undergo COVID-19 temperature screenings and/or complete
12 questionnaires prior to beginning their scheduled shift and/or prior to clocking/signing in, thereby,
13 resulting in pre-shift off-the-clock work and the underpayment of wages owed to Class Members
14 and Aggrieved Employees.

15 47. Based on information and belief, at times, Class Members and Aggrieved Employees
16 were required after working at their scheduled facility location to cover a shift and/or work a second
17 shift at another of DEFENDANTS' facilities/locations and/or were otherwise required to spend time
18 driving and/or traveling as a direct consequence of the performance of their job duties but were not
19 compensated for the time spent driving and/or traveling to the second facility and/or second location
20 resulting in off-the-clock work and the underpayment of wages owed to Class Members and
21 Aggrieved Employees.

22 48. Based on information and belief, at times, Class Members and Aggrieved Employees
23 also were required to perform off-the-clock work duties at home/remotely, such as but not limited
24 to, completing trainings/continued education courses and/or reviewing policies and/or other
25 documents remotely as mandated by DEFENDANTS.

26 49. Moreover, based on information and belief, DEFENDANTS failed to pay Class
27 Members and Aggrieved Employees split shift premium wages when they worked split shifts during
28 the relevant period. For example, based on information and belief, at times, DEFENDANTS

1 required Class Members and Aggrieved Employees to work two separate shifts in the same day.
2 Based on information and belief, DEFENDANTS failed to pay Class Members and Aggrieved
3 Employees split shift compensation whenever Class Members' and Aggrieved Employees' work
4 schedules were interrupted by non-paid non-working periods established by DEFENDANTS, which
5 resulted in a violation of the applicable Wage Order (See section 4 of all applicable Wage orders,
6 "When an employee works a split shift, one (1) hour's pay at the minimum wage shall be paid in
7 addition to the minimum wage for that workday...). See, also, Cal. Code Regs. Tit. 8, § 11050 (when
8 an employee works a split shift, one (1) hour's pay at the minimum wage shall be paid in addition
9 to the minimum wage for that workday, except when the employee resides at the place of
10 employment). DEFENDANTS also failed to separately itemize these split shift premium wages on
11 PLAINTIFF's and/or other Class Members and Aggrieved Employees' wage statements, in
12 violation of Labor Code sections 510, 1194 and all applicable IWC Wage Orders.
13 See, https://www.dir.ca.gov/dlse/split_shift.htm. (The employer must itemize the premium payment
14 on the pay stub provided to the employee, and it should be shown as a separate category such as
15 "Split Shift Premium" and should not be lumped into another category such as wages, bonus, etc.
16 DEFENDANTS failed to separately account for the split shift premiums earned by Class Members
17 and Aggrieved Employees on their wage statements. Based on information and belief,
18 DEFENDANTS failed to pay Class Members and Aggrieved Employees split shift compensation
19 whenever their work schedules were interrupted by non-paid non-working periods established by
20 DEFENDANTS, which resulted in a violation of the applicable Wage Order (See section 4 of all
21 applicable Wage orders, "When an employee works a split shift, one (1) hour's pay at the minimum
22 wage shall be paid in addition to the minimum wage for that workday...).

23 50. Based on information and belief, DEFENDANTS failed to pay Aggrieved
24 Employees and Class Members for time they were required to spend completing orientation, policy
25 questionnaires, and/or time spent completing the onboarding process including but not limited to
26 reviewing various documents and policies provided by DEFENDANTS. Based on information and
27 belief, this work time was completed off-the-clock and was not compensated.

28 51. Based in information and belief, DEFENDANTS implemented a time-rounding

1 system that as applied systematically deprived Aggrieved Employees and Class Members of
2 compensable time because the time-rounding system implemented by DEFENDANTS would
3 almost always, if not always, result in understating actual compensable work time.

4 52. DEFENDANTS' failure to pay for all time worked by virtue of its time rounding,
5 auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal
6 periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of
7 minimum wages owed to PLAINTIFF and Aggrieved Employees and Class Members as well as
8 unpaid overtime wages for those Aggrieved Employees and Class Members who worked more than
9 eight (8) hours in a day and/or more than forty (40) hours in a week.

10 53. Based on information and belief, DEFENDANTS had actual and/or constructive
11 knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to
12 provide lawful meal periods (as described below) and/or other off-the-clock work resulted in the
13 underpayment of minimum wages and overtime wages owed to Aggrieved Employees and Class
14 Members, in violation of California's minimum and overtime wage laws.

15 54. Based on information and belief, DEFENDANTS failed and continue to fail to pay
16 a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours
17 in a week.

18 55. Based on information and belief, DEFENDANTS failed and continue to fail to pay
19 Aggrieved Employees and Class Members two times their regular rate of pay for time worked
20 beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh
21 consecutive day of work in a work week, in violation of California's overtime laws.

22 56. Based on information and belief, DEFENDANTS failed to incorporate all non-
23 discretionary remuneration, including but not limited to, shift differential pay, bonus pay/incentive
24 pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used
25 to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime
26 wages owed to PLAINTIFF and other Aggrieved Employees and Class Members.

27 57. **Meal Period Violations.** PLAINTIFF and other Aggrieved Employees and Class
28 Members consistently worked shifts of at least five and one-half hours or more, entitling them to at

1 least one meal period. However, PLAINTIFF and other Aggrieved Employees and Class Members
2 would not receive legally compliant thirty (30) minute first and second meal periods. Based on
3 information and belief, Aggrieved Employees and Class Members were consistently unable to take
4 timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal
5 periods, interrupted meal periods, and/or work through part or all their meal periods due to
6 understaffing, the nature and constraints of their job duties and/or commentary from supervisors
7 pressuring them to take non-compliant meal periods or skip meal periods completely.

8 58. For example, based on information and belief, Class Members and Aggrieved
9 Employees were forced to take late meal periods due to including but not limited to, the need to
10 complete assigned job duties. Based on information and belief, Class Members and Aggrieved
11 Employees were at times interrupted during purported meal periods and/or had meal periods cut
12 short and/or restricted to DEFENDANTS' premises due to the need to continue completing assigned
13 job duties.

14 59. For example, DEFENDANTS have a policy and practice of providing meal periods
15 at or after the fifth hour of work thereby failing to comply with California meal period law. For
16 example, on including but not limited to the following dates, PLAINTIFF was not afforded a meal
17 period *before* the end of the fifth hour of work: July 3, 2023, and July 10, 2023.

18 60. At times, Defendants failed to provide any version of a meal period on shifts lasting
19 longer than five (5) hours. For example, on July 11, 2023, PLAINTIFF worked a shift of longer than
20 five (5) hours but was not afforded a meal period during PLAINTIFF's shift.

21 61. DEFENDANTS' wage statement(s) for PLAINTIFF for the pay period(s) inclusive of
22 the above-mentioned dates does not reflect the payment of any meal period premium.

23 62. Also, PLAINTIFF was required to clock out for meal periods but to continue
24 completing assigned work tasks, including but not limited to, monitoring and assisting the children
25 in PLAINTIFF's class(es) and/or completing other work tasks during unpaid meal periods. In fact,
26 PLAINTIFF was rarely, if ever, relieved of her job duties and DEFENDANTS' control during
27 unpaid meal periods throughout the duration of PLAINTIFF's employment, resulting in consistently
28 denied meal periods as well as DEFENDANTS' failure to compensate PLAINTIFF for all hours

1 worked and the underpayment of wages owed to PLAINTIFF.

2 63. Based on information and belief, DEFENDANTS would at times unlawfully fix,
3 manipulate and/or edit the clock in and out times for PLAINTIFF's and other Class Members and
4 Aggrieved Employees' meal periods in order to display at least a thirty-minute, unpaid meal period
5 during most if not all shifts worked, notwithstanding the fact that DEFENDANTS had actual and/or
6 constructive knowledge that DEFENDANTS had required PLAINTIFF and other Class Members
7 and Aggrieved Employees to perform work-related tasks during their meal periods.

8 64. Based on information and belief, other Aggrieved Employees and Class Members
9 were consistently suffered and permitted to take meal periods past the fifth hour of work and/or had
10 their meal periods interrupted, cut short, and/or otherwise on duty due to commentary from
11 supervisors, understaffing, the nature and constraints of their job duties, and/or the need to meet
12 DEFENDANTS' goals and expectations.

13 65. Based on information and belief, DEFENDANTS implemented policies and/or
14 practices that failed to relieve Aggrieved Employees and Class Members of all duties and
15 DEFENDANTS' control during unpaid meal periods.

16 66. Based on information and belief, DEFENDANTS required Aggrieved Employees
17 and Class Members to complete off-the-clock work prior to their scheduled shift time which
18 DEFENDANTS failed to take into account when scheduling meal periods for Aggrieved Employees
19 and Class Members. Based on information and belief, meal periods were late, in part due to
20 unaccounted pre-shift off-the-clock work.

21 67. Based on information and belief, despite DEFENDANTS' failure to provide lawful
22 meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end
23 times of PLAINTIFF's and other Aggrieved Employees and Class Members' meal periods and/or
24 automatically deducting at least thirty minutes per shift for missed, on-duty, and/or otherwise
25 unlawful meal periods despite having actual and/or constructive knowledge that PLAINTIFF and
26 other Aggrieved Employees and Class Members did not receive lawful meal periods.

27 68. Moreover, based on information and belief, Aggrieved Employees and Class
28 Members who worked shifts of more than ten hours did not receive a second legally compliant thirty

1 (30) minute meal period.

2 69. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and
3 other Aggrieved Employees and Class Members as to the timing and duty-free nature of meal
4 periods. Based on further information and belief, DEFENDANTS did not have a compliant written
5 meal period policy, nor did DEFENDANTS have any sort of compliant policy in practice.

6 70. Moreover, based on information and belief, DEFENDANTS failed to keep accurate
7 records of the true start and end times of PLAINTIFF's and Aggrieved Employees and Class
8 Members' meal periods. Based on information and belief, to the extent meal periods were recorded,
9 DEFENDANTS illegally rounded the start and end times of purported meal periods resulting in
10 PLAINTIFF and other Aggrieved Employees and Class Members not being paid for all time worked
11 as well as late and/or shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th
12 58.

13 71. Based on information and belief, DEFENDANTS had actual and/or constructive
14 knowledge that its policies and practices resulted in the denial of timely uninterrupted meal periods
15 that were free of DEFENDANTS' control owed to PLAINTIFF and other Aggrieved Employees
16 and Class Members, in violation of California's meal period laws.

17 72. DEFENDANTS failed to pay PLAINTIFF and other Aggrieved Employees and
18 Class Members an additional hour of wages at their respective regular rates of compensation for
19 each workday a lawful meal period was not provided. DEFENDANTS either failed to pay a meal
20 period premium at all for each workday a lawful meal period was not provided and/or failed to pay
21 the proper meal period premium for failure to incorporate all non-discretionary remuneration,
22 including but not limited to, bonuses, shift differential pay and/or other non-discretionary
23 compensation into the regular rate or compensation for purposes of calculating the owed meal period
24 premium.

25 73. **Rest Period Violations.** DEFENDANTS did not properly authorize and provide
26 PLAINTIFF and other Aggrieved Employees and Class Members with legally compliant rest
27 periods at a rate of every four (4) hours worked or major fraction thereof, that insofar as practicable,
28 are provided in the middle of the work period, as required by law.

1 74. PLAINTIFF and other Aggrieved Employees and Class Members were not
2 adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest
3 periods per California law. Based on information and belief, DEFENDANTS had no policy in place
4 nor instruction as to the taking or timing of duty-free rest periods.

5 75. Based on information and belief, DEFENDANTS did not have a have a compliant
6 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in
7 practice.

8 76. For example, based on information and belief, Class Members and Aggrieved
9 Employees were unable to take compliant rest periods due to their need to complete assigned job
10 duties and/or were unable to take a net ten-minute rest period in a suitable rest area and/or had
11 purported rest periods restricted to DEFENDANTS' premises.

12 77. Based on information and belief, DEFENDANTS failed to authorize and permit rest
13 periods that were a "net" ten minutes in a suitable rest area, and instead, to the extent rest periods
14 were provided, DEFENDANTS limited Aggrieved Employees and Class Members to only ten-
15 minute rest periods, requiring them to be back at their workstations within ten minutes of leaving
16 their workstations, in violation of California rest period law.

17 78. For example, on or around including but not limited to the following dates,
18 PLAINTIFF worked shifts of more than three and one-half (3 ½) hours without being afforded a
19 net, ten-minute off-duty, uninterrupted rest period: July 10, 2024, July 11, 2024, July 12, 2024, July
20 13, 2024, July 17, 2024, July 20, 2024, September 13, 2024, September 18, 2024, September 20,
21 2024, September 26, 2024, and/or September 28, 2024.

22 79. Based on information and belief, any purported rest periods were interrupted, cut
23 short, on duty, restricted to premises, and/or late due to understaffing, the nature and constraints of
24 their job duties, and/or commentary from supervisors pressuring them to skip rest periods
25 completely and/or take non-compliant rest periods.

26 80. Moreover, based on information and belief, DEFENDANTS failed to provide any
27 form of a third rest period on shifts lasting longer than ten hours.

28 81. Based on information and belief, DEFENDANTS implemented policies and/or

1 practices that failed to relieve PLAINTIFF and other Aggrieved Employees and Class Members of
2 all duties and DEFENDANTS' control during rest periods.

3 82. For example, based on information and belief, Class Members and Aggrieved
4 Employees were restricted to the worksite premises and/or were required to monitor work
5 communication devices and/or respond to work communications during purportedly off-duty rest
6 periods, and as such, were not relieved of all duties and DEFENDANTS' control during any rest
7 periods, in violation of California rest period law.

8 83. Based on information and belief, Aggrieved Employees and Class Members were
9 pressured to complete their work duties according to a designated schedule such that rest periods
10 were only taken once tasks were completed, and/or as time permitted.

11 84. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
12 which PLAINTIFF and other Aggrieved Employees and Class Members experienced a
13 missed/unlawful rest period in violation of California law. DEFENDANTS either failed to pay a
14 rest period premium at all for each workday a proper rest period was not provided and/or failed to
15 pay the proper rest period premium for failure to incorporate all non-discretionary remuneration,
16 including but not limited to, bonuses, shift differential pay, and/or other non-discretionary
17 compensation into the regular rate of compensation for purposes of calculating the owed rest period
18 premium.

19 85. **Failure to Provide Suitable Resting Facilities.** Per section 13 of all applicable IWC
20 Wage Orders, employees shall be provided with suitable resting facilities. Section 13(B) of the
21 Wage Orders provides: "Suitable resting facilities shall be provided in an area separate from the
22 toilet rooms and shall be available to employees during work hours."

23 86. DEFENDANTS' locations/facilities are generally similar in layout and design, and
24 there was, and continues to be, space that allows for a resting facility that employees may use to
25 cease work and recover during meal or rest periods. DEFENDANTS could have provided
26 PLAINTIFF and Aggrieved Employees with a resting facility within DEFENDANTS'
27 facilities/locations with reasonable or no modification, but instead denied and continues to deny,
28 employees with suitable areas to rest (e.g. a breakroom). As a result, PLAINTIFF and other

1 Aggrieved Employees were forced to adjust to areas not conducive to resting, including but not
2 limited to leaning up against the wall, or search for facilities outside of DEFENDANTS' premises
3 which are not designated or reserved for their rest, such as their personal vehicles.

4 87. DEFENDANTS did not provide PLAINTIFF and Aggrieved Employees with
5 suitable resting facilities during their hours of work, particularly during meal and/or rest periods.

6 88. DEFENDANTS' failure to provide suitable resting facilities to PLAINTIFF and
7 Aggrieved Employees violated and continues to violate the applicable Wage Order, section 13(B)
8 and the California Labor Code, including but not limited to section 1198.

9 89. **Seating.** Per section 14(A-B) of all applicable IWC Wage Orders, employees shall
10 be provided with suitable seats when the nature of the work reasonably permits the use of seats and
11 when they are not actively engaged in the work duties that would not permit them to be seated.

12 90. All applicable IWC Wage Orders, Section 14(A-B) provides:

13 (A) All working employees shall be provided with suitable seats when the nature of the
14 work reasonably permits the use of seats.

15 (B) When employees are not engaged in the active duties of their employment and the
16 nature of the work requires standing, an adequate number of suitable seats shall be placed in
17 reasonable proximity to the work area and employees shall be permitted to use such seats when it
18 does not interfere with the performance of their duties.

19 91. Suitable seating is one of the worker protections covered by California's Wage
20 Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly
21 construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker*
22 *Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

23 92. Based on information and belief, DEFENDANTS failed to provide Aggrieved
24 Employees with suitable seating, and when such employees were not engaged in duties which
25 required them to stand, no seating was placed in reasonable proximity to their workstations.

26 93. For example, DEFENDANTS failed to provide PLAINTIFF with suitable seating,
27 and when PLAINTIFF was not engaged in duties which required PLAINTIFF to stand, no seating
28 was placed in reasonable proximity to PLAINTIFF's workstation.

1 94. Moreover, based on information and belief, the nature of the work reasonably
2 permitted the use of seats for at least part of the time that Aggrieved Employees were working.
3 Lastly, there were periods of time when Aggrieved Employees were not engaged in active duties of
4 their employment, yet there were no suitable seats in reasonable proximity to the work area and use
5 of seats would not interfere with the performance of their duties.

6 95. **Reporting Time Pay Violations.** Section 5 of all applicable IWC Wage Orders,
7 provides as follows:

8 96. (A) Each workday an employee is required to report for work and does report, but is
9 not put to work or is furnished less than half said employee's usual or scheduled day's work, the
10 employee shall be paid for half the usual or scheduled day's work, but in no event for less than two
11 (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less
12 than the minimum wage. (B) If an employee is required to report for work a second time in any one
13 workday and is furnished less than two (2) hours of work on the second reporting said employee
14 shall be paid for two hours at the employee's regular rate of pay, which shall not be less than the
15 minimum wage.

16 97. Aggrieved Employees were not paid reporting time wages in accordance with
17 California law, including but not limited to the applicable IWC Wage Order. For example, based on
18 information and belief, at times, Aggrieved Employees reported to work for a scheduled shift but
19 were sent home and/or were not put to work and were not paid all owed reporting time pay wages
20 in accordance with California law.

21 98. Based on information and belief, DEFENDANTS have a policy and practice of
22 failing to pay all reporting time wages to Aggrieved Employees, in violation of California law,
23 including but not limited to, the applicable IWC Wage Order, Section 5. DEFENDANTS' failure to
24 pay all reporting time wages to Aggrieved Employees violated and continues to violate the
25 applicable Wage Order, and the California Labor Code, including but not limited to section 1198.

26 99. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
27 provide PLAINTIFF and other Aggrieved Employees and Class Members with accurate wage
28 statements that complied with Labor Code section 226. As DEFENDANTS failed to provide

1 PLAINTIFF and Aggrieved Employees and Class Members with meal and rest periods that
2 complied with Labor section 226.7, the wage statements DEFENDANTS issued to PLAINTIFF and
3 Aggrieved Employees and Class Members failed and continue to fail to correctly set forth the gross
4 wages earned, the total hours worked, the net wages earned, and all applicable hourly rates in effect
5 during the pay period and the corresponding number of hours worked at each hourly rate by the
6 employee.

7 100. DEFENDANTS issued wage statements to PLAINTIFF and other Aggrieved
8 Employees and Class Members that also failed to indicate the earned gross and net wages earned
9 during the pay period, the correct applicable rates of pay for all hours worked, and the total hours
10 worked by PLAINTIFF and Aggrieved Employees and Class Members (by virtue of rounded time
11 entries, automatic deduction for meal periods/failure to relieve Aggrieved Employees and Class
12 Members of all duties and employer control during unpaid meal periods, payment according to
13 scheduled hours worked rather than actual hours worked, and/or other off-the-clock work policies
14 and practices described above) which results in a violation of Labor Code section 226(a).

15 101. Separately, and independent of the above allegations, based on information and
16 belief, DEFENDANTS issued wage statements to Class Members and Aggrieved Employees that
17 failed to list the total hours worked, in violation of including but not limited to, Labor Code section
18 226 (a)(2).

19 102. Based on information and belief, wage statements issued by DEFENDANTS failed
20 to list the inclusive dates of the pay period for which the Aggrieved Employee is being paid, in
21 violation of including but not limited to, Labor Code section 226(a)(2) and/or Labor Code section
22 226(a)(6).

23 103. For example, based on information and belief, at times, DEFENDANTS issued wage
24 statements to Aggrieved Employees and Class Members containing payment for hours worked
25 during previous pay periods, yet DEFENDANTS' wage statements do not include the inclusive
26 dates of the accurate pay period for that retroactive pay, further failing to list the total hours worked
27 for the pay period, including but not limited to, the total hours worked for the pay period the
28 retroactive pay corresponds with.

1 104. Based on information and belief, DEFENDANTS issued wage statements to
2 Aggrieved Employees and Class Members that fail to accurately list all deductions, in violation of
3 Labor Code section 226(a)(4).

4 105. For example, as explained herein, DEFENDANTS regularly failed to reimburse
5 PLAINTIFF for business expenses, incurred by PLAINTIFF each pay period, thereby deducting
6 business costs from PLAINTIFF's earned wages each pay period, in violation of including but not
7 limited to, Labor Code Section 221, and further failing to itemize these deductions for business
8 costs, on PLAINTIFF's wage statements, in violation of Labor Code Section 226(a)(4).

9 106. Moreover, based on information and belief, DEFENDANTS issued wage statements
10 to PLAINTIFF and Aggrieved Employees and Class Members that further violate Labor Code
11 section 226(a), by among other things, failing to list the correct name and/or address of the legal
12 entity that is the employer, in violation of Labor Code section 226(a)(8).

13 107. Based on information and belief, wage statements issued by DEFENDANTS failed
14 to list all applicable hourly rates in effect during the pay period and the corresponding number of
15 hours worked at each hourly rate by the employee, in violation of, including but not limited to, Labor
16 Code section 226(a)(9).

17 108. As such, DEFENDANTS' issued wage statements to Aggrieved Employees and
18 Class Members that did not include all of the statutorily required information, including but not
19 limited to, the correct name and/or address of the legal entity that is the employer.

20 109. Based on further information and belief, DEFENDANTS issued wage statements to
21 Aggrieved Employees and Class Members that failed to list the accurate total hours worked
22 whenever shift differential wages were paid in violation of Labor Code section 226.

23 110. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved
24 Employees and Class Members that were not accurate and did not include all of the statutorily
25 required information. As such, DEFENDANTS violated Labor Code section 226.

26 **111. Failure to Produce Employment Records.** Based on information and belief,
27 DEFENDANTS have a uniform policy and practice of failing to produce or make available a current
28 or former employee's time, pay, and/or personnel records when requested pursuant to Labor Code

1 sections 226, 1198.5, 432, and/or the applicable Wage Order. For example, PLAINTIFF sent a
2 written request for payroll and personnel records to DEFENDANTS. Yet, DEFENDANTS failed to
3 timely produce complete records within the time periods delineated by California labor law. Based
4 on information and belief, DEFENDANTS failed and continues to fail to timely produce complete
5 payroll and personnel records when requested by other Aggrieved Employees. Based on information
6 and belief, DEFENDANTS failed and continue to fail to timely produce complete time, pay, and
7 personnel records when requested by other Aggrieved Employees.

8 **112. Unreimbursed Business Expenses.** Based on information and belief,
9 DEFENDANTS required PLAINTIFF and other Aggrieved Employees and Class Members to incur
10 business expenses as a direct consequence of the performance of their job duties without providing
11 reimbursement, in violation of Labor Code section 2802. Based on information and belief,
12 PLAINTIFF and other Aggrieved Employees and Class Members were improperly required to
13 provide and maintain work tools that are supposed to be the responsibility of the employer.

14 **113.** Based on information and belief, DEFENDANTS shifted the costs of doing business
15 onto Aggrieved Employees and Class Members by requiring them to pay for business expenses,
16 including but not limited to, uniforms/work clothing/work shoes/personal protective/safety gear and
17 the use of Class Members and Aggrieved Employees' personal cell phones/mobile devices, internet
18 and/or data usage for work related purposes, including but not limited to, to receive and respond to
19 work related messages and/or phone calls. For example, based on information and belief, at times,
20 Class Members and Aggrieved Employees were required to receive and respond to work-related
21 calls and/or messages from including but not limited to supervisors and/or other employees
22 regarding scheduling and/or other work tasks and/or were required to download and use work-
23 related applications on their personal cell phones/mobile devices but were not reimbursed by
24 DEFENDANTS at all and/or in full for these business expenses.

25 **114.** For example, DEFENDANTS required PLAINTIFF to use PLAINTIFF's personal
26 cell phone/mobile device for work, including but not limited to, for making and/or receiving work-
27 related calls and/or messages as well as for downloading and regularly using work-related
28 applications, including but not limited to, employee timekeeping applications (e.g., Bamboo HR)

1 and/or other work-related applications. However, DEFENDANTS failed to provide PLAINTIFF
2 with any and/or full reimbursement for the business expenses PLAINTIFF incurred in connection
3 with being required to use PLAINTIFF's personal cell phone/mobile device for work, including but
4 not limited to, increased data plan charges.

5 115. Based on information and belief, DEFENDANTS failed to reimburse Class Members
6 and Aggrieved Employees for expenses associated with having to purchase and/or maintain their
7 own uniforms/work clothing/work shoes/personal protective/safety gear and/or hand tools and/or
8 equipment required to perform their assigned job duties.

9 116. Based on information and belief, at times, Class Members and Aggrieved Employees
10 were not reimbursed for the business use of their personal vehicles, including mileage, wear and
11 tear and/or cost of fuel when they were required to drive between DEFENDANTS' facilities/job
12 sites, and/or otherwise use their personal vehicles in carrying out the duties assigned by
13 DEFENDANTS.

14 117. For example, DEFENDANTS required PLAINTIFF to use PLAINTIFF's personal
15 vehicle for work including but not limited to, for traveling between DEFENDANTS' facilities
16 and/or PLAINTIFF's assigned work locations, including but not limited to, driving between
17 DEFENDANTS' main campus and the various schools and/or facilities at which DEFENDANTS
18 assigned PLAINTIFF to work and/or otherwise using PLAINTIFF's personal vehicle to carry out
19 PLAINTIFF's assigned job duties. However, DEFENDANTS failed to provide PLAINTIFF with
20 any and/or full reimbursement for the vehicle expenses PLAINTIFF incurred in connection with
21 being required to use her personal vehicle for work.

22 118. As such, DEFENDANTS failed to compensate Class Members and Aggrieved
23 Employees at the legally mandated Internal Revenue Service (IRS) per mile compensation rates in
24 effect during the relevant period.

25 119. Based on information and belief, DEFENDANTS required Class Members and
26 Aggrieved Employees to work remotely, including but not limited to, from their homes. As a result
27 of working from home, Class Members and Aggrieved Employees were required to use their home
28 internet, electricity, and other utilities in the discharge of their job duties. Based on information and

1 belief, DEFENDANTS lacked and continue to lack a policy to reimburse employees who regularly
2 increased utility expenses as a result of working from home. Class Members' and Aggrieved
3 Employees' increased utility and internet expenses were expenses for which DEFENDANTS were
4 required to reimburse Class Members and Aggrieved Employees a reasonable percentage based on
5 their required business use because said expenses were necessarily incurred by Class Members and
6 Aggrieved Employees as a direct consequence of the discharge of their duties of employment.
7 However, DEFENDANTS failed to reimburse Class Members and Aggrieved Employees for these
8 business expenses incurred as a result of being required to work from their homes, in violation of
9 California law.

10 120. For example, based on information and belief, DEFENDANTS required Class
11 Members and Aggrieved Employees to access certain documents, including but not limited to, pay
12 stubs through DEFENDANTS' online portal using their personal computers and/or cell phones but
13 fails to pay for a portion of NON-EXEMPT AGGRIEVED EMPLOYEES' electric and/or internet
14 and/or cell phone bills.

15 121. Based on information and belief, DEFENDANTS fail and continue to fail to
16 reimburse Class Members and Aggrieved Employees for expenses Class Members and Aggrieved
17 Employees incurred in connection with DEFENDANTS' mandated testing and/or licensing
18 requirements, and/or expenses incurred in obtaining certifications and/or re-certifications and/or
19 reviewing policy documents as required by DEFENDANTS.

20 122. As explained above, based on information and belief, Class Members and Aggrieved
21 Employees were not reimbursed for the cost of using their personal phone for work related purposes
22 and/or the cost of purchasing and/or maintaining work uniforms/work clothing/work shoes, personal
23 protective/safety gear.

24 123. Based on information and belief, Aggrieved Employees and Class Members were
25 improperly required to pay for business expenses that are supposed to be the responsibility of
26 DEFENDANTS.

27 124. Based on information and belief, DEFENDANTS regularly failed to reimburse and
28 indemnify Aggrieved Employees and Class Members for business expenses. Pursuant to California

1 Labor Code section 2802, PLAINTIFF and Aggrieved Employees and Class Members were entitled
2 to be reimbursed for all reasonable expenses associated with carrying out DEFENDANTS' orders
3 and/or carrying out the duties assigned by DEFENDANTS.

4 125. DEFENDANTS' failure to provide Aggrieved Employees and Class Members with
5 full reimbursement for all reasonable expenses associated with carrying out their duties required
6 that Aggrieved Employees and Class Members subsidize and/or carry the burden of business
7 expenses in violation of Labor Code section 2802.

8 126. **Failure to Timely Pay All Wages Upon Separation of Employment.** Based on
9 information and belief, DEFENDANTS failed to timely pay Aggrieved Employees all wages that
10 were due and owing upon termination or resignation. Based on information and belief,
11 DEFENDANTS untimely provide final wages to Aggrieved Employees without regard to the timing
12 requirements of Labor Code sections 201-202.

13 127. Upon separation of employment, Aggrieved Employees' final paychecks were not
14 timely provided and/or were not timely provided with all owed vacation pay and/or paid time off.
15 Moreover, Aggrieved Employees' final paychecks, once provided, did not include all wages owed
16 as they were devoid of, including but not limited to, all owed minimum wages, overtime wages,
17 premium wages, vacation pay, and all owed sick leave and/or paid time off wages at the properly
18 accrued rates.

19 128. Based on further information and belief, DEFENDANTS failed to timely provide all
20 owed wages immediately upon discharge of employment. Based on information and belief, at times,
21 Aggrieved Employees experienced breaks in employment caused by DEFENDANTS whereby
22 Aggrieved Employees would not be called in for work for longer than a single pay period due to
23 including but not limited to DEFENDANTS' lack of work or lack of assignments. Such instances
24 qualify as a discharge of employment. Yet, DEFENDANTS failed to timely pay all owed wages at
25 the end of such periods of employment, in violation of including but not limited to Labor Code
26 section 201-202.

27 129. **Failure to Pay Vested Vacation/Paid Time Off.** Based on information and belief,
28 DEFENDANTS have and continue to have a uniform policy and practice of failing to allow

1 Aggrieved Employees to use their earned vacation/paid time off during their employment and/or
2 failing to pay all vested, accrued paid time off (including but not limited to, all owed vacation
3 pay/paid time off paid at the final rate including non-discretionary compensation, including but not
4 limited to, any owed shift differentials) to Aggrieved Employees upon separation of employment,
5 in violation of California law, including but not limited to, Labor Code section 227.3.

6 130. For example, as explained herein, DEFENDANTS failed to pay Aggrieved
7 Employees all owed paid time off and/or failed to pay Aggrieved Employees all paid time off at the
8 properly accrued rate(s).

9 131. **Violation of Labor Code Section 208.** Labor Code Section 208 provides: Every
10 employee who is discharged shall be paid at the place of discharge, and every employee who quits
11 shall be paid at the office or agency of the employer in the county where the employee has been
12 performing labor. All payments shall be made in the manner provided by law.

13 132. Based on information and belief, DEFENDANTS have a policy and practice of
14 failing to provide Aggrieved Employees who are terminated with their final paychecks at the place
15 of discharge and/or of failing to provide Aggrieved Employees with their final paychecks at the
16 office or agency of DEFENDANTS in the county where the work was performed, in violation of
17 Labor Code Section 208.

18 133. **Unlawful Agreements-Unlawful Criminal History Inquiries.**

19 Unlawful Agreements.
20

21 134. Labor Code section 432.5 provides that “no employer...shall require any employee
22 or applicant for employment to agree, in writing, to any term or condition which is known by such
23 employer...to be prohibited by law.” Based on information and belief, DEFENDANTS required
24 Aggrieved Employees to agree in writing to unlawful conditions of employment including but not
25 limited to, unlawful non-solicitation/non-compete agreements, unlawful confidentiality and/or
26 nondisclosure agreements, unlawful releases and/or waivers, including but not limited to, unlawful
27 meal period waivers, unlawful forum selection clauses and/or choice of law provisions/agreements
28 and/or unlawful criminal and/or financial checks as a condition of obtaining and/or continuing

1 employment in violation of Labor Code section 432.5.

2 135. Labor Code section 432.6(a), provides that “a person shall not, as a condition of
3 employment, continued employment, or the receipt of any employment-related benefit, require any
4 applicant for employment or any employee to waive any right...”Based on information and belief,
5 DEFENDANTS required Aggrieved Employees to sign meal period waivers that were universally
6 signed as a condition of employment, including but not limited to, during the onboarding process.
7 By requiring Aggrieved Employees to sign unlawful meal period waivers as a condition of obtaining
8 and/or maintaining employment, DEFENDANTS violated Labor Code section 432.5. Further, these
9 invalid waivers are otherwise unlawful under Labor Code section 432.6.

10 136. By requiring Aggrieved Employees to agree in writing to unlawful provisions as a
11 condition of employment, DEFENDANTS violated including but not limited to, Labor Code section
12 432.5.

13 Unlawful Inquires into Criminal History
14

15 137. Labor Code section 432.7 prohibits an employer from asking applicants about past
16 arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on
17 information and belief, DEFENDANTS asked Aggrieved Employees about arrests not resulting in
18 convictions on its employment application, in violation of California law.

19 138. Upon information and belief, DEFENDANTS, in violation of California law,
20 including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act
21 (“FEHA”), asked Aggrieved Employees about convictions prior to extending an offer of
22 employment and/or otherwise impermissibly inquired into criminal history on its employment
23 application in violation of California law, and in violation of Labor code section 432.5.

24 139. **Violation of Labor Code Section 432.6.** Based on information and belief,
25 DEFENDANTS require/required Aggrieved Employees to waive their right to first and/or second
26 meal periods as a condition of working for DEFENDANTS in violation of California law. As such,
27 DEFENDANTS violated including but not limited to, Labor Code section 432.6 by virtue of
28 including but not limited to, requiring Aggrieved Employees to sign invalid meal period waivers as

1 a condition of employment and/or for threatening, retaliating and/or discriminating against and/or
2 terminating Aggrieved Employees because of their refusal to waive their meal period rights.

3
4 **FIRST CAUSE OF ACTION**

5 **Recovery of Unpaid Minimum Wages and Liquidated Damages**
6 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

7 140. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

8 141. It is fundamental that an employer must pay its employees for all time worked.
9 California Labor Code sections 218 and 218.5 provide a right of action for nonpayment of wages.
10 Labor Code section 222 prohibits the withholding of part of a wage. Labor Code section 224 only
11 permits deductions from wages when the employer is required or empowered to do so by state or
12 federal law or when the deduction is expressly authorized in writing by the employee for specified
13 purposes that do not have the effect of reducing the agreed upon wage. Labor Code section 223
14 prohibits the pay of less than a statutory or contractual wage scale.

15 142. Pursuant to California Labor Code sections 1194 and 1197, and the Industrial Wage
16 Commission (“IWC”) Wage Orders, an employer must pay its employees for all hours worked, up
17 to 40 hours per week or 8 hours per day, at a regular rate no less than the mandated minimum wage.
18 Payment to an employee of less than the applicable minimum wage for all hours worked in a payroll
19 period is unlawful.

20 143. DEFENDANTS violated California’s minimum wage laws by failing to compensate
21 PLAINTIFF and the Class Members for all hours worked by virtue of, among other things,
22 DEFENDANTS’ time rounding, automatic deduction for meal periods, off-the-clock/unpaid work
23 completed during meal periods, other pre-shift, post-shift and/or otherwise off-the-clock work,
24 and/or payment according to scheduled hours worked rather than actual hours worked (described
25 above), which resulted in the failure to account for all hours worked and thus the denial of minimum
26 wages.

27 144. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
28 Class Members for all hours worked.

145. Based on information and belief, DEFENDANTS had actual or constructive

1 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for
2 meal periods, failure to relieve employees of all duties and employer control during unpaid meal
3 periods, policy and practice of payment according to scheduled work time rather than actual work
4 time, and/or other mandated off-the-clock work resulted in the underpayment of minimum wages
5 owed to PLAINTIFF and other Class Members.

6 146. Pursuant to Labor Code sections 1194 and 1194.2, PLAINTIFF and the Class
7 Members are entitled to recover all unpaid minimum wages and liquidated damages thereon, plus
8 attorney's fees and costs, in an amount to be proved at trial.

9 **SECOND CAUSE OF ACTION**

10 **Recovery of Unpaid Overtime Wages**

11 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

12 147. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

13 148. Employees in California must be paid overtime, equal to one and one-half times the
14 employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including
15 12 hours in any workday, and for the first eight (8) hours worked on the seventh consecutive day of
16 work in a workweek, and they must be paid double the regular rate of pay for all hours worked in
17 excess of 12 hours in any workday and for all hours worked in excess of eight (8) on the seventh
18 consecutive day of work in a workweek, unless they are exempt.

19 149. PLAINTIFF and the Class Members worked overtime hours for which they were not
20 compensated by DEFENDANTS by virtue of, among other things, DEFENDANTS' time rounding,
21 automatic deduction for meal periods, off-the-clock/unpaid work completed during meal periods,
22 other pre-shift, post-shift and/or otherwise off-the-clock work, and/or payment according to
23 scheduled hours worked rather than actual hours worked (described above), which resulted in the
24 failure to account for all hours worked and thus the denial of all owed overtime wages.

25 150. Based on information and belief, DEFENDANTS failed to pay twice Class
26 Members' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for
27 time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in
28 violation of California's overtime laws.

151. Based on information and belief, DEFENDANTS further violated California's

1 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
2 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
3 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to
4 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of
5 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and
6 other Class Members.

7 152. DEFENDANTS' conduct described above is in violation of California Labor Code
8 sections 510 and 1194 and all applicable Wage Orders.

9 153. PLAINTIFF and the Class Members are entitled to recover all unpaid overtime
10 wages, plus attorney's fees and costs, in an amount to be proved.

11 **THIRD CAUSE OF ACTION**

12 **Failure to Provide Meal Periods or Compensation in Lieu Thereof
(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

13 154. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

14 155. Pursuant to Labor Code section 512 and all applicable IWC Wage Orders,
15 DEFENDANTS were required to provide PLAINTIFF and the Class Members with one 30-minute
16 meal break free from all duties and employer control for all shifts longer than 5 hours, and a second
17 30-minute meal break free from all duties for all shifts longer than 10 hours. Meal periods can be
18 waived, but only under the following circumstances: (1) if an employee's total work period in a day
19 is over five (5) hours but no more than six (6) hours, the required meal period may be waived by
20 mutual consent of the employer and employee, and (2) if an employee's total work period in a day
21 is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be
22 waived by mutual consent of the employer and employee, but only if the first meal period was not
23 waived. Employers covered by the Wage Orders have an obligation to both (1) relieve their
24 employees for at least one meal period for shifts over five hours (see above), and (2) to record having
25 done so.

26 156. Employers must pay employees an additional hour of wages at the employees'
27 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
28 meal period, first meal period provided after five (5) hours, second meal period provided after 10

1 hours). Lab. Code § 226.7.

2 157. As explained above, PLAINTIFF and other Class Members were consistently unable
3 to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often being
4 forced to take late meal periods, interrupted meal periods, and/or work through part or all of their
5 meal periods due to understaffing, the nature and constraints of their job duties, and/or commentary
6 from supervisors pressuring them to take non-compliant meal periods or skip meal periods
7 completely.

8 158. Based on information and belief, DEFENDANTS had and continue to have a policy
9 of rounding the start and end times of employees' meal periods and/or automatically deducting thirty
10 minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF and Class
11 Members did not receive compliant meal periods.

12 159. Moreover, based on information and belief, Class Members did not receive a timely,
13 uninterrupted second meal period when working shifts over ten (10) hours in a workday.

14 160. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
15 actual and/or constructive knowledge that its time-rounding and auto-deduction policies and
16 practices, other unlawful policies and practices resulted in the denial of compliant meal periods in
17 violation of California's meal period laws.

18 161. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal
19 periods in violation of California law and/or failed to pay the proper meal period premium for failure
20 to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift
21 differential pay and/or other non-discretionary compensation into the regular rate or compensation
22 for purposes of calculating the owed meal period premium.

23 162. As a result, under Labor Code section 226.7, PLAINTIFF and the Class Members
24 are entitled to one additional hour's pay at the employee's regular rate of compensation for each day
25 a meal period was missed, late, interrupted, or otherwise unlawful, plus attorneys' fees and costs,
26 all in an amount to be proved at trial.

27 **FOURTH CAUSE OF ACTION**
28 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**
(By PLAINTIFF and the Class Members Against all DEFENDANTS)

1 163. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

2 164. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
3 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
4 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
5 “insofar as practicable.” In *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), the
6 California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts
7 from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to 10
8 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029).
9 The rest period requirement obligates employers to permit and authorize employees to take off-duty
10 rest periods, meaning employers must relieve employees of all duties and relinquish control over
11 how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257.

12 165. If the employer fails to provide any required rest period, the employer must pay the
13 employee one hour of pay at the employee’s regular rate of compensation for each workday the
14 employer did not provide at least one legally required rest period, pursuant to Labor Code section
15 226.7.

16 166. PLAINTIFF and the Class Members did not receive legally compliant, timely 10-
17 minute rest periods for every four (4) hours worked or major fraction thereof. As explained above,
18 any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject to
19 DEFENDANTS’ control due to the nature and constraints of Class Members’ job duties,
20 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Class Members to
21 skip rest periods completely or otherwise take non-compliant rest periods.

22 167. Based on information and belief, DEFENDANTS implemented policies and/or
23 practices that failed to relieve PLAINTIFF and other Class Members of all duties and employer
24 control during rest periods. Based on further information and belief, Class Members were pressured
25 to complete their work duties according to a designated schedule such that rest periods were only
26 taken once tasks were completed, and/or as time permitted.

27 168. As a result, PLAINTIFF and Class Members did not receive legally compliant first,
28 second, or third rest periods as required by California law.

1 169. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
2 period premium to PLAINTIFF and other Class Members for each workday in which there was a
3 missed or otherwise unlawful rest period. Based on further information and belief, when a rest
4 premium was paid, DEFENDANTS failed to include non-discretionary compensation including but
5 not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the
6 regular rate of compensation for purposes of determining the owed rest period premium.

7 170. DEFENDANTS are therefore liable to PLAINTIFF and the Class Members for one
8 hour of additional pay at the regular rate of compensation for each workday that a required rest
9 period was not provided, pursuant to California Labor Code section 226.7 and the applicable Wage
10 Order, plus pre-judgment interest, plus attorneys' fees and costs, all in an amount to be proved at
11 trial.

12 **FIFTH CAUSE OF ACTION**
13 **Violations of Labor Code Section 226**
14 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

15 171. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

16 172. Pursuant to California Labor Code § 226, subdivision (a), PLAINTIFF and the Class
17 Members were entitled to receive, semimonthly or at the time of each payment of wages, an itemized
18 wage statement accurately stating the following:

19 (1) gross wages earned, (2) total hours worked by the employee,
20 except for any employee whose compensation is solely based on a
21 salary and who is exempt from payment of overtime under
22 subdivision (a) of Section 515 or any applicable order of the Industrial
23 Welfare Commission, (3) the number of piece-rate units earned and
24 any applicable piece rate if the employee is paid on a piece-rate basis,
25 (4) all deductions, provided that all deductions made on written orders
26 of the employee may be aggregated and shown as one item, (5) net
27 wages earned, (6) the inclusive dates of the period for which the
28 employee is paid, (7) the name of the employee and his or her social
security number, except that by January 1, 2008, only the last four
digits of his or her social security number or an employee
identification number other than a social security number may be
shown on the itemized statement, (8) the name and address of the
legal entity that is the employer, and (9) all applicable hourly rates in
effect during the pay period and the corresponding number of hours
worked at each hourly rate by the employee.

173. As DEFENDANTS failed to provide PLAINTIFF and other Class Members with
meal and rest periods that complied with Labor Code section 226.7, any wage statements

1 DEFENDANTS issued to PLAINTIFF and other Class Members failed and continue to fail to
2 correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b) the
3 total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages
4 earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in effect
5 during the pay period and the corresponding number of hours worked at each hourly rate by the
6 employee, in violation of Labor Code section 226(a)(9).

7 174. Moreover, due to violations detailed above, including but not limited to,
8 DEFENDANTS' failure to pay regular and overtime wages for all hours worked, failure to provide
9 meal and rest break premiums, and failure to pay all sick leave wages at the proper rates,
10 DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish
11 PLAINTIFF and other Class Members with accurate, itemized wage statements that listed the gross
12 and net wages earned and the correct applicable rates of pay for all hours worked. Based on
13 information and belief, DEFENDANTS failed to incorporate all forms of non-discretionary
14 compensation earned during the pay period into the regular rate of pay for purposes of calculating
15 the owed overtime rate, and as such, failed to display the proper overtime rate(s) for each hour of
16 overtime worked by PLAINTIFF and other Class Members.

17 175. As explained above, any wage statements issued by DEFENDANTS failed to list the
18 "total hours worked" by PLAINTIFF and Class Members (by virtue of rounded time entries,
19 automatic deduction for meal periods/failure to relieve Class Members of all duties and employer
20 control during unpaid meal periods, payment according to scheduled hours worked rather than actual
21 hours worked, and/or other off-the-clock work policies and practices all described in greater detail
22 *supra*), which results in a violation of Labor Code section 226(a). Failure to list all hours worked on
23 a wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v.*
24 *Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

25 176. Based on information and belief, any wage statements issued by DEFENDANTS
26 failed to list all applicable hourly rates in effect during the pay period and the corresponding number
27 of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

28 177. Separately, and independent from the above allegations, DEFENDANTS issued

1 wage statements to PLAINTIFF and Class Members that violate Labor Code section 226(a)(8), by
2 failing to list the correct name and/or address of the legal entity that is the employer.

3 178. Based on information and belief, wage statements issued by DEFENDANTS failed
4 to list the inclusive dates of the pay period for which the Class Member is being paid.

5 179. DEFENDANTS' failure to accurately list all hours worked on all wage statements
6 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Class
7 Members over whether they received all wages owed to them.

8 180. As a result, PLAINTIFF and other Class Members have suffered injury as they could
9 not easily determine whether they received all wages owed to them and whether they were paid for
10 all hours worked.

11 181. Moreover, as a result of DEFENDANTS' failure to list the correct name and/or
12 address of the legal entity that is the employer, PLAINTIFF and Class Members have suffered injury
13 as they could not contact their employer regarding any question(s) they had about wages paid.

14 182. DEFENDANTS' knowingly and intentionally failed to provide PLAINTIFF and
15 Class Members with accurate, itemized wage statements.

16 183. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Class Members
17 have suffered injury. The absence of accurate information on their wage statements has prevented
18 earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
19 mathematical computations to determine the amount of wages owed, and will cause difficulty and
20 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
21 submission of inaccurate information about wages and amounts deducted from wages to state and
22 federal government agencies. As a result, PLAINTIFF and Class Members are required to
23 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
24 and pay records than if DEFENDANT had complied with its legal obligations.

25 184. Pursuant to California Labor Code section 226(e), PLAINTIFF and Class Members
26 are entitled to recover fifty dollars per employee for the initial pay period in which a Section 226
27 violation occurred and one hundred dollars per employee per violation for each subsequent pay
28 period, not to exceed an aggregate penalty of four thousand dollars per employee.

1 185. Pursuant to California Labor Code § 226(h), PLAINTIFF and Class Members are
2 entitled to bring an action for injunctive relief to ensure DEFENDANTS' compliance with
3 California Labor Code § 226(a). Injunctive relief is warranted because DEFENDANTS continue to
4 provide currently employed Class Members with inaccurate wage statements and/or with no wage
5 statements at all in violation of California Labor Code § 226, including but not limited to §226(a).
6 Currently employed Class Members have no adequate legal remedy for the continuing injuries that
7 will be suffered as a result of DEFENDANTS' ongoing unlawful conduct. Injunctive relief is the
8 only remedy available for ensuring DEFENDANTS' compliance with California Labor Code §
9 226(a).

10 186. Pursuant to California Labor Code §§ 226(e) and 226(h), PLAINTIFF and Class
11 Members are entitled to recover the full amount of penalties due under Section 226(e), reasonable
12 attorneys' fees, and costs of suit.

13 **Failure to Produce Employment Records**

14 187. *Time and Pay Records.* Labor Code section 226(b)-(c) and all applicable IWC Wage
15 Orders, section 7 require that employers keep the following information on file for each employee
16 for a minimum of three years: The employee's dates of employment; the employee's hourly rates
17 and the corresponding number of hours worked by the employee at each hourly rate, when the
18 employee begins and ends each work period (including meal periods) and split intervals; total hours
19 worked by the employee; all deductions; gross wages earned; and net wages earned.

20 188. Section (b) of Labor Code section 226 further requires employers to "afford current
21 and former employees the right to inspect or receive a copy of records pertaining to their
22 employment upon reasonable request to the employer." Section (c) of Labor Code section 226
23 provides that, "an employer who receives a written or oral request to inspect or receive a copy of
24 records pursuant to subdivision (b) pertaining to a current or former employee shall comply with
25 the request as soon as practicable, but no later than 21 calendar days from the date of the request. A
26 violation of this subdivision is an infraction." An employer's failure to comply within this timeframe
27 entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from
28 the employer. Lab. Code section 226(f).

1 189. *Personnel Records*. In addition to their right to time and pay records, employees, and
2 their representatives, have the right to inspect and receive a copy of their personnel files pursuant to
3 Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code
4 section 432 further specifies that employers must furnish copies of all employment records bearing
5 the employee's signature.

6 190. Labor Code section 1198.5 also requires that the file be made available for inspection
7 or receipt within a "reasonable" amount of time, but "not later than 30 calendar days from the date
8 the employer receives a written request." An employer's failure to comply within this timeframe
9 likewise entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty
10 from the employer. Lab. Code section 1198.5(k).

11 191. Based on information and belief, DEFENDANTS have a uniform policy and practice
12 of failing to produce or make available a current or former employee's personnel records and/or
13 payroll records when requested pursuant to Labor Code sections 226, 1198.5, 432, and/or the
14 applicable Wage Order.

15 192. For example, on or around including but not limited to, May 30, 2024, PLAINTIFF,
16 through counsel, sent a written request for payroll and personnel records to DEFENDANTS,
17 however, DEFENDANTS failed to produce time records for the entirety of PLAINTIFF's
18 employment. Plaintiff was employed from in or around 2021 through in or around January 2024,
19 yet DEFENDANTS only produced time record data for approximately July 2023 through January
20 2024, leaving a majority of PLAINTIFF's employment without time record data.

21 193. Based on information and belief, DEFENDANTS failed and continue to fail to timely
22 produce complete time, pay and personnel records when requested by other Class Members.

23 194. DEFENDANTS' conduct explained above is in violation of Labor Code Sections
24 226(b) & (c). Accordingly, PLAINTIFF and Class Members are therefore each entitled to recover
25 a \$750.00 penalty from DEFENDANTS, along with costs and reasonable attorneys' fees, pursuant
26 to Labor Code Section 226(f).

27 195. DEFENDANTS' conduct is also in violation of Labor Code section 1198.5. Pursuant
28 to Labor Code Sections Labor Code section 1198.5(k), PLAINTIFF and the Class Members are

1 entitled to recover an additional \$750.00 penalty from DEFENDANTS, along with injunctive relief,
2 costs and reasonable attorney's fees pursuant to Labor Code section 1198.5(l).

3 **SIXTH CAUSE OF ACTION**

4 **Failure to Timely Pay All Wages Due Upon Separation of Employment**
5 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

6 196. PLAINTIFF incorporates all preceding paragraphs as if fully set forth herein.

7 197. California Labor Code section 201(a) provides, in relevant part, that “[i]f an
8 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
9 payable immediately.”

10 198. California Labor Code section 202(a) provides, in relevant part, that “[i]f an
11 employee not having a written contract for a definite period quits his or her employment, his or her
12 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
13 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
14 to his or her wages at the time of quitting.”

15 199. Based in information and belief, DEFENDANTS failed and continue to fail to timely
16 pay final wages to PLAINTIFF and Class Members upon separation of employment in violation of
17 Labor Code section 201-202. Moreover, final paychecks once provided to PLAINTIFF and Class
18 Members do not include all wages owed as they are devoid of, including but not limited to, all owed
19 minimum wages, overtime wages, premium wages, vacation pay, and all owed sick leave and/or
20 paid time off wages at the properly accrued rates.

21 200. Under Labor Code section 203, PLAINTIFF and the Class Members who are no
22 longer employed by DEFENDANTS are entitled to recover waiting time penalties of up to 30 days’
23 pay, plus attorney’s fees and costs, in an amount to be proved at trial.

24 **SEVENTH CAUSE OF ACTION**

25 **Failure to Reimburse Business Expenses**
26 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

27 201. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

28 202. California law requires employers to indemnify their employees for all necessary
expenditures incurred by the employee in direct consequence of the discharge of their duties or of
their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable

1 Wage Orders section 9(b). Furthermore, “for purposes of [section 2802], the term ‘necessary
2 expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees
3 incurred by the employee enforcing the rights granted by this section.”

4 203. Among other things, under California law, when employees must use their personal
5 cellphones for work-related purposes, the employer must reimburse them for a reasonable
6 percentage of their cell phone bills. See *Cochran v. Schwan’s Home Services, Inc.* (2014) 228
7 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
8 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
9 Id. 1144-1145. California law also requires employers to reimburse employees for automobile
10 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear
11 and tear on the vehicle. See *Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

12 204. As described above, PLAINTIFF and the Class Members were improperly required
13 to pay for business expenses that are legally the responsibility of the employer.

14 205. DEFENDANTS’ failure to provide PLAINTIFF and the Class Members with full
15 reimbursement for all reasonable expenses associated with carrying out their duties required that
16 PLAINTIFF and the Class Members subsidize and/or carry the burden of business expenses in
17 violation of Labor Code section 2802.

18 206. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and the Class
19 Members have suffered injury in that they were not completely reimbursed as mandated by
20 California law.

21 207. Pursuant to California Labor Code section 2802, PLAINTIFF and the Class Members
22 are entitled to recover the full amount of reimbursable expenses due, in addition to reasonable
23 attorneys’ fees, and costs of suit.

24 **EIGHTH CAUSE OF ACTION**

Unfair Competition

25 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

26 208. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

27 209. DEFENDANTS’ unlawful conduct alleged herein constitutes unfair competition
28 within the meaning of California Business and Professions Code section 17200 *et seq.* This unfair

1 conduct includes all unlawful conduct alleged herein, including but not limited to: DEFENDANTS'
2 failure to pay minimum and overtime wages by virtue of its illegal policies and practices;
3 DEFENDANTS' failure to authorize or permit, or provide, all required meal and rest periods or pay
4 proper premiums in lieu thereof; DEFENDANTS' failure to furnish complete and accurate itemized
5 wage statements; DEFENDANTS' failure to reimburse business expenses; DEFENDANTS' failure
6 to timely pay all wages owed upon separation of employment; and DEFENDANTS' failure to
7 provide paid sick leave (or paid time off in lieu thereof) at the properly accrued rates (due to,
8 including but not limited to, DEFENDANTS' failure to incorporate all non-discretionary
9 compensation into the sick pay calculation and failure to base the accrued sick leave on the correct
10 number of hours worked as a result of DEFENDANTS' time-rounding/auto deduction policies and
11 practices, payment according to scheduled hours worked and/or other off-the-clock work policies
12 and practices).

13 210. Due to DEFENDANTS' unfair and unlawful business practices in violation of the
14 California Labor Code, DEFENDANTS have gained a competitive advantage over other
15 comparable companies doing business in the State of California that comply with their obligations
16 to authorize or permit rest periods and meal periods or pay proper meal and rest period premiums
17 in lieu thereof, to properly accrue and pay sick time benefits, to provide complete and accurate
18 itemized wage statements, failure to timely produce complete to reimburse employees for all
19 business expenses, to pay all owed minimum and overtime wages and to pay all wages due upon
20 separation of employment of their employees.

21 211. As a result of DEFENDANTS' unfair competition as alleged herein, PLAINTIFF
22 and Class Members have suffered injury in fact and lost money or property, as described in more
23 detail above. Pursuant to California Business and Professions Code section 17200, *et seq.*,
24 PLAINTIFF and Class Members are entitled to restitution of all wages and other monies rightfully
25 belonging to them that DEFENDANTS failed to pay and wrongfully retained by means of their
26 unlawful and unfair business practices.

27 212. PLAINTIFF also seeks an injunction against DEFENDANTS on behalf of the Class
28 Members, enjoining DEFENDANTS and any and all persons acting in concert with them from

engaging in each of the unlawful practices and policies set forth herein.

213. PLAINTIFF also seeks an award of attorney's fees pursuant to Code Civ. Proc Section 1021.5 and as permitted by law, and an award for costs reasonably incurred, as permitted by law.

NINTH CAUSE OF ACTION
VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS 2698, *ET SEQ.*

(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all Defendants)

214. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

215. As set forth above, DEFENDANTS have committed numerous violations of the California Labor Code due to including but not limited to their failure to pay all owed minimum wages and all owed overtime wages, failure to provide lawful meal and rest periods or compensation in lieu thereof, failure to provide accurate wage statements, failure to timely produce complete employment records, failure to reimburse business expenses, and failure to pay all wages owed upon separation of employment as alleged above. PAGA penalties are in addition to any other relief available under the Labor Code.

216. Additionally, DEFENDANTS have violated the following Labor Code sections and provisions of the applicable Wage Order as to PLAINTIFF and Aggrieved Employees.

Failure to Keep Accurate Records

217. California Labor Code § 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by all non-exempt employees. All applicable Wage Orders § 7 similarly requires employers to keep time records reflecting the times during which all owed meal periods were provided each day.

218. At all relevant times, DEFENDANTS failed, and continue to fail, to keep accurate and complete records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when PLAINTIFF and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

219. For example, on or around including but not limited to, May 30, 2024, PLAINTIFF,

1 through counsel, sent a written request for payroll and personnel records to DEFENDANTS,
2 however, DEFENDANTS failed to produce time records for the entirety of PLAINTIFF's
3 employment. Plaintiff was employed from in or around 2021 through in or around January 2024,
4 yet DEFENDANTS only produced time record data for approximately July 2023 through January
5 2024, leaving a majority of PLAINTIFF's employment without time record data.

6 220. DEFENDANTS' failure to keep "accurate and complete" payroll records for
7 PLAINTIFF and other Aggrieved Employees violates Labor Code §§ 1174, 1198, 1199, and all
8 applicable Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under
9 Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and
10 Wage Order provision results in a *separate* civil penalty, for each Aggrieved Employee for each pay
11 period during which the referenced statutes and Wage Order provisions were violated.²

12 **Statutory Wage Violations**

13 221. California Labor Code section 223 makes it unlawful for an employer to secretly pay
14 wages lower than required by statute while purporting to pay legal wages. As described above,
15 DEFENDANTS willfully and systematically denied PLAINTIFF and Aggrieved Employees of all
16 earned minimum and overtime compensation for all hours worked which resulted in the payment of
17 less than statutorily required wages. DEFENDANTS acted with the intent to deprive them of
18 statutory wages, including, but not limited to, minimum and overtime wages, to which they were
19 entitled to under California law. Thus, DEFENDANTS paid PLAINTIFF and other Aggrieved
20 Employees lower wages than those they were entitled to while purporting that PLAINTIFF and
21 other Aggrieved Employees were properly paid. As a result, PLAINTIFF and other Aggrieved
22 Employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to
23 Labor Code § 2699(f)-(g).

24 **Refusal to Make Payment**

25 ² Labor Code § 2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period");
26 ;Labor Code § 558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which
27 the employee was underpaid"); All applicable wage orders, § 20 (establishing that "[i]n addition to any other civil
28 penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes
to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each
pay period during which the employee was underpaid") (emphasis added).

222. Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or the denial of the validity of any claim to wages due. DEFENDANTS violated and continue to violate this section by failing to pay PLAINTIFF and Aggrieved Employees for all hours worked at the proper wage rate and by failing to pay an additional hour of pay for each meal/rest period not provided or that was otherwise unlawful. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155. These violations subject DEFENDANTS to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period during which the statute provisions were violated.³

Standard Conditions of Labor Violations

223. Together, Labor Code sections 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, DEFENDANTS' violations with respect to meal periods, rest periods, record keeping provisions, business expenses, minimum/overtime wages and other violations described herein result in separate violations of sections 1198 and 1199, which subject DEFENDANTS to civil penalties under Labor Code sections 1197.1 and 2699.

Unlawful Deductions

224. Labor Code section 221 prohibits an employer from "collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer to said employee." Based on information and belief DEFENDANTS made unlawful deductions from Aggrieved Employees paychecks during the relevant period including without limitation, deducting business costs and/or unlawfully deducting transaction fees/pay/money card fees and/or deducting costs advanced by DEFENDANTS.

225. For example, as explained herein, DEFENDANTS regularly failed to reimburse

³ Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).

1 PLAINTIFF for business expenses, incurred by PLAINTIFF each pay period, thereby deducting
2 business costs from PLAINTIFF's earned wages each pay period, in violation of including but not
3 limited to, Labor Code Section 221 Such a practice is in violation of including but not limited to,
4 Labor Code Sections 221-222 which subjects DEFENDANTS to civil penalties under Labor Code
5 Section 2699.

6 226. Each violation results in a separate civil penalty, for each Aggrieved Employee, for
7 each pay period during which the statute provisions were violated. See Lab. Code §225.5
8 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty
9 provided in this article, every person who unlawfully withholds wages due any employee in
10 violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure
11 to pay each employee").

12 **Reporting Time Pay Violations**

13 227. Section 5 of all applicable IWC Wage Orders, provides as follows:

14 228. (A) Each workday an employee is required to report for work and does report, but is
15 not put to work or is furnished less than half said employee's usual or scheduled day's work, the
16 employee shall be paid for half the usual or scheduled day's work, but in no event for less than two
17 (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less
18 than the minimum wage. (B) If an employee is required to report for work a second time in any one
19 workday and is furnished less than two (2) hours of work on the second reporting said employee
20 shall be paid for two hours at the employee's regular rate of pay, which shall not be less than the
21 minimum wage.

22 229. Aggrieved Employees were not paid reporting time wages in accordance with
23 California law, including but not limited to the applicable IWC Wage Order. For example, based on
24 information and belief, at times, Aggrieved Employees reported to work for a scheduled shift but
25 were sent home and/or were not put to work and were not paid all owed reporting time pay wages
26 in accordance with California law.

27 230. Based on information and belief, DEFENDANTS have a policy and practice of
28 failing to pay all reporting time wages to Aggrieved Employees, in violation of California law,

1 including but not limited to, the applicable IWC Wage Order, Section 5. DEFENDANTS' failure to
2 pay all reporting time wages to Aggrieved Employees violated and continues to violate the
3 applicable Wage Order, and the California Labor Code, including but not limited to section 1198.

4 **Seating Violations**

5 231. Per all applicable IWC Wage Orders, employees shall be provided with suitable seats
6 when the nature of the work reasonably permits the use of seats and when they are not actively
7 engaged in the work duties that would not permit them to be seated.

8 232. Suitable seating is one of the worker protections covered by California's Wage
9 Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly
10 construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker*
11 *Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

12 233. Based on information and belief, DEFENDANTS failed to provide Aggrieved
13 Employees with suitable seating, and when such employees were not engaged in duties which
14 required them to stand, no seating was placed in reasonable proximity to their workstations.

15 234. Moreover, based on information and belief, the nature of the work reasonably
16 permitted the use of seats for at least part of the time that Aggrieved Employees were working.
17 Lastly, there were periods of time when Aggrieved Employees were not engaged in active duties of
18 their employment, yet there were no suitable seats in reasonable proximity to the work area and use
19 of seats would not interfere with the performance of their duties.

20 235. The Aggrieved Employees worked in various positions. The nature of Aggrieved
21 Employees' work reasonably permitted the use of seats. However, DEFENDANTS failed to provide
22 suitable seating in reasonable proximity to Aggrieved Employees' work areas in violation of all
23 applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting DEFENDANTS to
24 civil penalties under Labor Code sections 1199 and 2699. Each violation of each Labor Code section
25 and IWC Wage Order provision, for each Aggrieved Employee, results in a separate civil penalty.

26 **Sick Leave Violations**

27 236. DEFENDANTS violated California's paid sick leave laws including, Labor Code
28 section 245-248.5 and 233-234. DEFENDANTS either failed to provide sick leave pay to

1 PLAINTIFF and other Aggrieved Employees or failed to properly accrue paid sick leave due to
2 DEFENDANTS' failure to account for actual hours worked (as explained above), and/or failure to
3 incorporate multiple rates of pay and/or all forms of non-discretionary remuneration including but
4 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
5 compensation into the sick leave pay rate calculation.

6 237. DEFENDANTS further failed to give PLAINTIFF and other Aggrieved Employees
7 notice of their paid sick leave rights – or thereby putting their entitlement to sick leave in a Labor
8 Code section 2810.5 notice. In addition, DEFENDANTS failed to maintain accurate records of used
9 sick leave and the balance of paid sick leave left to the employees, which affected PLAINTIFF and
10 Aggrieved Employees' intelligent exercise of their paid sick leave.

11 238. But for this failure, PLAINTIFF and other Aggrieved Employees would have used
12 their paid sick leave at least prior to their respective separations, for as on several occasions
13 thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate
14 compensation.

15 239. In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records
16 documenting the hours worked and paid sick days accrued and used by PLAINTIFF and all
17 Aggrieved Employees, permitting the presumption that PLAINTIFF and all Aggrieved Employees
18 were entitled to the maximum number of hours accruable.

19 240. Upon information and belief, DEFENDANTS failed and continue to fail to comply
20 with Labor Code section 246, by failing to provide PLAINTIFF and all Aggrieved Employees with
21 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick
22 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays
23 wages.

24 241. These practices violated California's sick leave laws, Labor Code section 245, *et seq.*

25 242. On information and belief, PLAINTIFF alleges that all of these practices were
26 experienced and continue to be experienced by other Aggrieved Employees.

27 243. Accordingly, PLAINTIFF seeks all appropriate relief under the PAGA, the
28 aforementioned code provisions including but not limited to Labor Code section 233 and 234, and

1 seeks injunctive relief, attorney's fees, declaratory relief, and penalties as permitted by law.

2 **Failure to Pay Vested Vacation/Paid Time Off**

3 244. California Labor Code section 227.3 provides that when an employer policy provides
4 for paid vacations and/or paid time off, and an employee is terminated without having taken off his,
5 her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the
6 employee's final rate in accordance with such contract of employment or employer policy respecting
7 eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time
8 off upon termination.

9 245. Based on information and belief, DEFENDANTS had and continue to have a
10 uniform policy and practice of failing to allow Aggrieved Employees to use their earned
11 vacation/paid time off during their employment and failing to pay all vested, accrued paid time off
12 (including but not limited to, all owed vacation pay/paid time off paid at the final rate including non-
13 discretionary compensation, including but not limited to, shift differentials) to Aggrieved
14 Employees upon separation of employment, in violation of California law, including but not limited
15 to, Labor Code section 227.3.

16 **Violation of Labor Code Section 208**

17 246. Labor Code Section 208 provides: Every employee who is discharged shall be paid
18 at the place of discharge, and every employee who quits shall be paid at the office or agency of the
19 employer in the county where the employee has been performing labor. All payments shall be made
20 in the manner provided by law.

21 247. Based on information and belief, DEFENDANTS have a policy and practice of
22 failing to provide Aggrieved Employees who are terminated with their final paychecks at the place
23 of discharge and/or of failing to provide Aggrieved Employees with their final paychecks at the
24 office or agency of DEFENDANTS in the county where the work was performed, in violation of
25 Labor Code Section 208.

26 **Unlawful Agreements/ Unlawful Criminal History Inquiries**

27 *Unlawful Agreements.*

28 248. Labor Code section 432.5 provides that "no employer...shall require any employee

1 or applicant for employment to agree, in writing, to any term or condition which is known by such
2 employer...to be prohibited by law.” Based on information and belief, DEFENDANTS required
3 Aggrieved Employees to agree in writing to unlawful conditions of employment including but not
4 limited to, unlawful non-solicitation/non-compete agreements, unlawful confidentiality and/or
5 nondisclosure agreements, unlawful releases and/or waivers, including but not limited to, unlawful
6 meal period waivers, unlawful forum selection clauses and/or choice of law provisions/agreements
7 and/or unlawful criminal and/or financial checks as a condition of obtaining and/or continuing
8 employment in violation of Labor Code section 432.5.

9 249. Labor Code section 432.6(a), provides that “a person shall not, as a condition of
10 employment, continued employment, or the receipt of any employment-related benefit, require any
11 applicant for employment or any employee to waive any right...”Based on information and belief,
12 DEFENDANTS required Aggrieved Employees to sign meal period waivers that were universally
13 signed as a condition of employment, including but not limited to, during the onboarding process.
14 By requiring Aggrieved Employees to sign unlawful meal period waivers as a condition of obtaining
15 and/or maintaining employment, DEFENDANTS violated Labor Code section 432.5. Further, these
16 invalid waivers are otherwise unlawful under Labor Code section 432.6.

17 250. Based on information and belief, DEFENDANTS also required Aggrieved
18 Employees to agree in writing to provide ongoing consent to DEFENDANTS to conduct
19 background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA
20 and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by
21 requiring applicants and employees to agree to an unlawful provision as a condition of employment.

22 251. Based on further information and belief, DEFENDANTS knew that requiring
23 Aggrieved Employees to agree to unlawful criminal and/or financial background checks as a
24 condition of obtaining and/or holding employment was unlawful.

25 252. By requiring Aggrieved Employees to agree in writing to unlawful provisions as a
26 condition of employment, DEFENDANTS violated including but not limited to, Labor Code section
27 432.5.

28 Unlawful Inquires into Criminal History

1 253. Labor Code section 432.7 prohibits an employer from asking applicants about past
2 arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on
3 information and belief, DEFENDANTS asked Aggrieved Employees about arrests not resulting in
4 convictions on its employment application, in violation of California law.

5 254. Upon information and belief, DEFENDANTS, in violation of California law,
6 including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act
7 (“FEHA”), asked Aggrieved Employees about convictions prior to extending an offer of
8 employment and/or otherwise impermissibly inquired into criminal history on its employment
9 application in violation of California law.

10 255. By asking about arrests not resulting in convictions, DEFENDANTS violated Labor
11 Code section 432.7. By asking about convictions at the application phase or prior to extending an
12 employment offer, DEFENDANTS violated California’s Fair Chance Act, and thereby violated
13 Labor Code section 432.5 by unlawfully requiring Aggrieved Employees to agree in writing to
14 disclose arrests and/or convictions as a condition of employment.

15 **Violation of Labor Code Section 432.6**

16 256. Based on information and belief, DEFENDANTS required Aggrieved Employees to
17 sign meal period waivers that were universally signed as a condition of employment, including but
18 not limited to, during the onboarding process. Further, these invalid waivers are otherwise unlawful
19 under Labor Code section 432.6.

20 257. Labor Code Section 432.6(a) provides: “[A] person shall not, as a condition of
21 employment, continued employment, or the receipt of any employment-related benefit, require any
22 applicant for employment or any employee to waive any right...”

23 258. Labor Code Section 432.6(b) provides in pertinent part:

24 259. “An employer shall not threaten, retaliate, or discriminate against, or terminate any
25 applicant for employment or any employee because of the refusal to the waiver of any right...”

26 260. Based on information and belief, DEFENDANTS require/required Aggrieved
27 Employees to waive their right to first and/or second meal periods as a condition of working for
28 DEFENDANTS in violation of California law. As such, DEFENDANTS violated including but not

limited to, Labor Code section 432.6 by virtue of including but not limited to, requiring Aggrieved Employees to sign invalid meal period waivers as a condition of employment and/or for threatening, retaliating and/or discriminating against and/or terminating Aggrieved Employees because of their refusal to waive their meal period rights.

261. Under the provisions of PAGA and the above mentioned Labor Code sections, including but not limited to Labor Code sections 201-203, 208, 210, 216, 221-223, 225.5, 226, 226.7, 227.3, 245-248.6, 256, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2802, 2810.5 and all applicable Wage Orders as well as all interpretations of these laws by California Courts and administrative bodies, as well as any other law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

- a. All statutorily-specified penalties recoverable under PAGA as enumerated in the relevant California Labor Code provisions listed herein only if permitted by the PAGA statute, pursuant to Labor Code section 2699(a); and
- b. Default PAGA penalties for any violation of the enumerated list of Labor Code violations without a civil penalty recoverable under the PAGA, all in the default amounts provided by Labor Code section 2699(f).

262. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws, PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for relief and judgment as follows on behalf of PLAINTIFF, the State of California, all Aggrieved Employees and Class Members:

1. For an order that the action be certified as a class action;
2. For an order that PLAINTIFF be appointed as class representative;
3. For an order that counsel for PLAINTIFF be appointed as class counsel;
4. For compensatory damages according to proof;
5. For liquidated damages according to proof;
6. For penalties according to proof;

7. For an order requiring DEFENDANTS to make restitution of all amounts wrongfully withheld from PLAINTIFF and the Class Members;
8. For an order finding DEFENDANTS have engaged in unfair competition in violation of section 17200, *et seq.*, of the California Business and Professions Code;
9. For an order enjoining DEFENDANTS from further acts of unfair competition;
10. For pre-judgment interest as permitted by law;
11. For civil penalties under Labor Code Section 2699;
12. For attorney's fees and costs reasonably incurred; and
13. For such other and further relief that the Court deems just and proper.

Dated: November 15, 2024

CROSNER LEGAL, PC

By: 

Jamie K. Serb, Esq.
Brandon Brouillette, Esq.
Zachary M. Crosner, Esq.
Attorneys for Plaintiff
JAZMINE MAJOR

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