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on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

REBECCA URQUIZO, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

BOYS & GIRLS CLUBS OF MONTEREY
COUNTY, a California nonprofit corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 24CV002929

CLASS ACTION

Assigned for All Purposes To:

Hon. Carrie M. Panetta

Dept.: 14

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code §
226.7;
4. Rest-Break Liability Under Labor Code §
226.7;
5. Reimbursement of Necessary Expenditures
Under Labor Code § 2802;
6. Violation of Labor Code § 226(a);
7. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174 and
1174.5
8. Penalties Pursuant to Labor Code § 203; and
9. Violation of Business & Professions Code §
17200 *et seq.*; and
10. Penalties Pursuant to Labor Code § 2699, *et
seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff REBECCA URQUIZO, (hereinafter “Plaintiff”) on behalf of herself and all others
2 similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of herself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants BOYS & GIRLS
8 CLUBS OF MONTEREY COUNTY, a California non-profit corporation; and DOES 1 through 50
9 (all defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that
10 Defendants, and each of them, violated various provisions of the California Labor Code, relevant
11 orders of the Industrial Welfare Commission (IWC) and California Business & Professions Code,
12 and seeks redress therefore.

13 2. Plaintiff is a resident of California and during the time period relevant to this
14 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
15 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
16 worked for Defendants in Monterey County, and in other nonexempt positions, throughout
17 California and, and consistently worked at Defendants’ behest without being paid all wages due.
18 More specifically, Plaintiff and the other similarly situated Class members were employed by
19 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
20 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
21 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
22 subjected to the same policies and practices, and (3) endured similar violations at the hands of
23 Defendants as the other Employee Class members who served in similar and related positions.

24 3. Defendants required Plaintiff and the Employees in the Class to perform work
25 while remaining under Defendants’ control before and after being on the clock for their daily work
26 shift. Defendants further failed to accurately record time worked by Plaintiff and Employee Class
27 members by rounding hours worked to reflect scheduled shift start and end times as opposed to
28 actual hours worked. Defendants thus failed to pay Plaintiff and the Class members for all hours

1 worked and provided them with inaccurate wage statements that prevented Plaintiff and the Class
2 from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the
3 Class with lawful meal and rest periods, as employees were not provided with the opportunity to
4 take timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

5 **THE PARTIES**

6 **A. The Plaintiff**

7 4. Plaintiff REBECCA URQUIZO has resided in California and during the time
8 period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee
9 within the State of California.

10 **B. The Defendants**

11 5. Defendant BOYS & GIRLS CLUBS OF MONTEREY COUNTY, is a California
12 nonprofit corporation with its principle executive offices in Seaside, California and has been listed
13 as the employer on Plaintiff's paystubs during the relevant time period. BOYS & GIRLS CLUBS
14 OF MONTEREY COUNTY lists a California address in Seaside, California with the California
15 Secretary of State, and employs Plaintiff and the Class members at Defendants' offices and
16 facilities in Salinas, California, and throughout California and conducts business throughout
17 California.

18 6. The true names and capacities, whether individual, corporate, associate, or
19 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
20 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
21 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
22 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
23 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
24 this Complaint to reflect the true names and capacities of the Defendants designated herein as
25 Does 1 through 50 when their identities become known.

26 7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
27 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
28 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of

1 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
2 all respects as the employers or joint employers of Employees. Defendants, and each of them,
3 exercised control over the wages, hours or working conditions of Employees, or suffered or
4 permitted Employees to work, or engaged, thereby creating a common law employment
5 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
6 employed Employees.

7 **JURISDICTION AND VENUE**

8 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
9 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
10 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
11 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
12 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
13 obligations and liabilities giving rise to this lawsuit occurred at least in part in Monterey County
14 and Defendants maintain and operate company offices and facilities in Monterey County, and
15 employ Plaintiff and other Class members in Monterey County and throughout California.

16 **FACTUAL BACKGROUND**

17 9. The Employees who comprise the Class and Collective, including Plaintiff, are
18 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
19 Employees who work in nonexempt positions at the direction of Defendants in the State of
20 California. Plaintiff and the Class members were either not paid by Defendants for all hours
21 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
22 Plaintiff and Employees were not paid for the time that they worked “pre-shift” by preparing for
23 programs, including getting supplies from the store and “post-shift” without compensation by
24 supervising children still at the facility after regular hours. Moreover, Employees were not paid for
25 the time spent preparing for the programs offered at Defendants’ facilities while off-the-clock.
26 Defendants also had a uniform policy and practice of rounding all time entries to reflect scheduled
27 shift start and end times rather than paying Plaintiff and the Class members for all hours and
28 minutes they actually worked. Defendants generally rounded time entries to the detriment of the

1 Employees, and these unlawfully rounded time entries were inputted into Defendants' payroll
2 system from which wage statements and payroll checks were created. Plaintiff also contends that
3 Defendants failed to pay Plaintiff and the Class members all wages due and owing, failed to
4 provide meal and rest breaks, and failed to furnish accurate wage statements, all in violation of
5 various provisions of the California Labor Code and applicable Wage Orders.

6 10. During the course of Plaintiff and the Class members' employment with
7 Defendants, they were not paid all wages they were owed, including for all work performed and
8 for all overtime hours worked and were forced to work during their meal and rest breaks.
9 Defendants also failed to maintain timekeeping records for Plaintiff that would permit her to
10 discover the nature and extent of Defendants' unlawful rounding.

11 11. As a matter of uniform Company policy, Plaintiff and the Class members were
12 required to work during their meal and rest breaks which were not compensated by Defendants in
13 violation of the California Labor Code. Plaintiff and the Class members were also not paid
14 regular wages and overtime for the time they were required to comply with other requirements
15 imposed upon them, which they had to complete while working through their meal and rest
16 breaks and without compensation. As a result, Plaintiff and the Class members worked shifts over
17 eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at the
18 appropriate overtime rate for all such hours, including by being required to perform work duties
19 and tasks without pay and while off-the-clock, and due to Defendants' unlawful rounding. As a
20 result, Plaintiff and the Class members worked substantial overtime hours during their
21 employment with Defendants for which they were not compensated, in violation of the California
22 Labor Code, applicable IWC Wage Orders.

23 12. As a result of the above described unlawful rounding, the daily work demands and
24 pressures to work through breaks, and the other wage violations they endured at Defendants'
25 hands, Plaintiff and the Class members were not properly paid for all wages earned and for all
26 wages owed to them by Defendants, including when working more than eight (8) hours in any
27 given day and/or more than forty (40) hours in any given week. As a result of Defendants'
28 unlawful policies and practices, Plaintiff and Class members incurred overtime hours worked for

1 which they were not adequately and completely compensated. To the extent applicable,
2 Defendants also failed to pay Plaintiff and the Class members at an overtime rate of 1.5 times the
3 regular rate for the first eight hours of the seventh consecutive work day in a week and overtime
4 payments at the rate of 2 times the regular rate for hours worked over eight (8) on the seventh
5 consecutive work day, as required under the Labor Code, applicable IWC Wage Orders.

6 13. Therefore, from at least four (4) years prior to the filing of this lawsuit and
7 continuing to the present, Defendants had a consistent policy or practice of failing to pay
8 Employees for all hours worked and failing to pay minimum wage for all time worked as required
9 by California Law.

10 14. Additionally from at least four (4) years prior to the filing of this lawsuit and
11 continuing to the present, Defendants had a consistent policy or practice of failing to pay
12 Employees overtime compensation at premium overtime rates for all hours worked in excess of
13 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
14 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
15 sections of IWC Wage Orders.

16 15. Additionally from at least four (4) years prior to the filing of this lawsuit and
17 continuing to the present, Defendants have regularly required Employees to work shifts in excess
18 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
19 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
20 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
21 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
22 Defendants failed to provide or deficiently provided.

23 16. From at least four (4) years prior to the filing of this lawsuit and continuing to the
24 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
25 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
26 Defendant pay Employees premium pay for each day on which requisite rest breaks were not
27 provided or were deficiently provided at one hour of wages at each Employee’s effective regular
28 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

1 17. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
2 continuing to the present, Defendants have consistently failed to provide Employees with timely,
3 accurate, and itemized wage statements as required by California wage-and-hour laws.
4 Specifically, the wage statements given to Employees by Defendants failed to accurately account
5 for wages, overtime, and premium pay for deficient meal periods and rest breaks all of which
6 Defendants knew or reasonably should have known were owed to Employees, as alleged
7 hereinabove. The wage statements provided to Employees were confusing and required
8 Employees to engage in discovery and refer to outside sources to verify whether their pay was
9 correct, potentially resulting in a miscalculation by the Employees.

10 18. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
11 continuing to the present, Defendants have consistently failed to provide Employees with timely,
12 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

13 19. From at least four (4) years prior to the filing of this lawsuit and continuing to the
14 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
15 performance of their job duties for Defendants including, but not limited to, the cost of supplies,
16 including pens, pencils, stickers, crayons, and markers; vehicle mileage and fuel; and home
17 internet usage which were necessary to perform their duties under Defendants' employ in violation
18 of Labor Code § 2802.

19 20. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
20 continuing to the present, Defendants have consistently failed to keep accurate time and wage
21 records as required by California wage-and-hour laws.

22 21. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
23 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
24 Employees at the time of their termination or within seventy-two (72) hours of their resignation, as
25 required by California wage-and-hour laws.

26 22. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
27 Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
28 1185, 1194, 1194.2 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.

23. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code.

CLASS ALLEGATIONS

24. Plaintiff brings this class action on behalf of herself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows: all individuals employed by Defendants within the State of California at any time within four (4) years of the filing of this lawsuit.

25. Further, Plaintiff seeks to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

e. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

f. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

g. Subclass 5. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

h. Subclass 6. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

i. Subclass 7. Failure to Reimburse for Necessary Business Expenditures. All Class

members who were subject to Defendants' failure to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants.

j. Subclass 8. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

k. Subclass 9. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

26. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or further division into subclasses or limitation to particular issues.

27. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in litigation and proposed class is easily ascertainable.

A. Numerosity

28. The potential members of the class as defined are so numerous that joinder of all the member of the class is impracticable. While the precise number of class members has not been determined at this time, Plaintiff is informed and believes that Defendants employ or, during the time period relevant to this lawsuit, employed more than 100 individuals within the State of California.

29. Accounting for employee turnover during the relevant time period increases this number substantially. Plaintiff alleges that Defendants' employment records will provide information as to the number and location of all class members.

B. Commonality

30. There are questions of law and fact common to the class that predominate over any questions affecting only individual class members. These common questions of law and fact include:

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- e. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code § 226(a);
- g. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- h. Whether Defendants failed to reimburse Employees for necessary business expenses;
- i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- j. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- k. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- l. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

31. The claims of the named plaintiff are typical of those of the other Employees. Employees all sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

32. Plaintiff will fairly and adequately represent and protect the interest of Employees. Counsel who represents Employees are experienced and competent in litigating employment class

actions.

E. Superiority of Class Action

33. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

34. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Against All Defendants)

35. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

36. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees time records and failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with working during meal breaks, rounding of timekeeping entries, and working "pre-shift" by preparing for programs, including getting supplies from the store and "post-shift" without compensation by supervising children still at the facility after regular hours. Moreover, Employees were not paid for the time spent preparing for the programs offered at Defendants' facilities while off-the-clock. Additionally, Defendants had a consistent policy of failing to pay Employees for hours worked during alleged meal periods for which Employees were consistently denied, as also addressed herein. Defendants have also intentionally and improperly rounded, changed, adjusted, and/or modified Employee hours, while benefiting Defendants. Defendants thus regularly failed to pay minimum wages to Plaintiff and Class members, including by unlawful rounding to their detriment. Moreover, Defendants did not pay

1 Plaintiff and Employees at the applicable minimum wage for all hours worked. Defendants'
2 uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to
3 the Class as a whole, as a result of implementing a uniform policy and practice that denied
4 accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

5 37. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
6 states:

7 The minimum wage for employees fixed by the commission is the
8 minimum wage to be paid to employees, and the payment of a less
9 wage than the minimum so fixed is unlawful.

9 38. The applicable minimum wages fixed by the commission for work during the
10 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
11 therefore entitled to double the minimum wage during the relevant period.

12 39. The minimum wage provisions of California Labor Code are enforceable by private
13 civil action pursuant to California Labor Code § 1194(a) which states:

14 Notwithstanding any agreement to work for a lesser wage, any
15 employee receiving less than the legal minimum wage or the legal
16 overtime compensation applicable to the employee is entitled to
17 recover in a civil action the unpaid balance of the full amount of
18 this minimum wage or overtime compensation, including interest
19 thereon, reasonable attorney's fees and costs of suit.

18 40. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
19 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

20 41. California Labor Code § 1194.2 also provides for the following remedies:

21 In any action under Section 1194 . . . to recover wages because of
22 the payment of a wage less than the minimum wages fixed by an
23 order of the commission, an employee shall be entitled to recover
24 liquidated damages in an amount equal to the wages unlawfully
25 unpaid and interest thereon.

24 42. Defendants have the ability to pay minimum wages for all time worked and have
25 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
26 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

27 43. Wherefore, Employees are entitled to recover the unpaid minimum wages
28 (including double minimum wages), liquidated damages in an amount equal to the minimum

1 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
2 to California Labor Code § 1194(a).

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

5 **(Against All Defendants)**

6 44. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
7 full herein.

8 45. By their conduct, as set forth herein, Defendants violated California Labor Code §
9 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
10 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
11 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
12 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
13 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
14 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
15 paying Employees wages for all hours worked including time off the clock working "pre-shift"
16 by preparing for programs, including getting supplies from the store and "post-shift" without
17 compensation by supervising children still at the facility after regular hours. Moreover,
18 Employees were not paid for the time spent preparing for the programs offered at Defendants'
19 facilities while off-the-clock. Employees regularly worked over 8 hours on a given day without
20 receiving overtime compensation.

21 46. Defendants' failure to pay compensation in a timely fashion also constituted a
22 violation of California Labor Code § 204, which requires that all wages shall be paid
23 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
24 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
25 and overtime compensation earned by Employees. Each such failure to make a timely payment of
26 compensation to Employees constitutes a separate violation of California Labor Code § 204.

27 47. Employees have been damaged by these violations of California Labor Code §§
28 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

1 48. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
2 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
3 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
4 reasonable attorneys' fees and costs.

5 **THIRD CAUSE OF ACTION**

6 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

7 **(Against All Defendants)**

8 49. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
9 full herein.

10 50. Employees regularly worked shifts greater than five (5) hours and greater than ten
11 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
12 more than five (5) hours without providing him or her with a meal period of not less than thirty
13 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
14 meal period of not less than thirty (30) minutes.

15 51. Defendants failed to provide Employees with meal periods as required under the
16 Labor Code. Employees were consistently required to work through their meal periods which they
17 were consistently denied. Employees were also required to take meal periods after working well
18 beyond the five (5) hour shifts. What meal periods were provided were often interrupted and also
19 not duty-free due to Defendants' policy and practice requiring Employees to eat with and
20 supervise children during meal periods. Furthermore, Employees were regularly required to work
21 for more than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute
22 meal period as required by law.

23 52. Moreover, Defendants failed to compensate Employees for each meal period not
24 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
25 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
26 employee a meal period in accordance with this section, the employer shall pay the employee one
27 hour of pay at the employee's regular rate of compensation for each workday that the meal period
28 is not provided. Defendants failed to compensate the Employees in the Class for each meal period

not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order.

53. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, a sum to be proven at trial.

FOURTH CAUSE OF ACTION
REST-BREAK LIABILITY UNDER LABOR CODE § 226.7
(Against All Defendants)

54. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

55. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift.

56. Defendants failed to provide Employees with timely rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. What rest breaks were provided were frequently interrupted.

57. Moreover, Defendants failed to compensate Employees for each rest period not provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a rest period in accordance with this section, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. Defendants failed to compensate the Employees in the Class for each rest period not provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage Order.

58. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day worked without the required rest breaks, a sum to be proven at trial.

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1 **FIFTH CAUSE OF ACTION**
2 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
3 **IN VIOLATION OF LABOR CODE § 2802**
4 **(Against All Defendants)**

5 59. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
6 full herein.

7 60. Under Labor Code § 2802(a), an employer must indemnify its employees for all
8 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
9 of his or her duties, or of his or her obedience to the directions of the employer.

10 61. Employees incurred necessary expenditures in the performance of their job duties
11 for Defendants, namely the cost of supplies, including pens, pencils, stickers, crayons, and
12 markers; vehicle mileage and fuel; and home internet usage, which were necessary to perform
13 their duties under Defendants' employ. From four (4) years prior to the original filing of this
14 lawsuit and continuing to the present, Defendants consistently failed to reimburse Employees for
15 these necessarily incurred business expenses.

16 62. As a result of the unlawful acts of Defendants, Employees have been deprived of
17 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
18 plus interest and penalties thereon, attorneys' fees, and costs.

19 **SIXTH CAUSE OF ACTION**
20 **VIOLATION OF LABOR CODE § 226(a)**
21 **(Against All Defendants)**

22 63. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
23 full herein.

24 64. California Labor Code § 226(a) requires an employer to furnish each of his or her
25 employees with an accurate, itemized statement in writing showing the gross and net earnings,
26 total hours worked, and the corresponding number of hours worked at each hourly rate; these
27 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
28 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these

1 statements may be given to the employee separately from the payment of wages; in either case the
2 employer must give the employee these statements twice a month or each time wages are paid.

3 65. Defendants failed to provide Employees with accurate itemized wage statements in
4 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
5 Defendants, failed to accurately account for wages, overtime, and premium pay for deficient meal
6 periods and rest breaks, and reflected incorrect hours worked due to the rounding of timekeeping
7 entries all of which Defendants knew or reasonably should have known were owed to Employees,
8 as alleged hereinabove. The wage statements provided to Employees were confusing and required
9 Employees to engage in discovery and refer to outside sources to verify whether their pay was
10 correct, potentially resulting in a miscalculation by the Employees.

11 66. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
12 Employees suffered injuries, including among other things confusion over whether they received
13 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
14 forcing them to make mathematical computations to analyze whether the wages paid in fact
15 compensated them correctly for all hours worked.

16 67. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
17 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
18 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
19 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
20 award of costs and reasonable attorneys' fees.

21 68. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
22 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
23 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
24 employee for each pay period.

25 69. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
26 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
27 shown according to proof.

28 ///

1 **SEVENTH CAUSE OF ACTION**
2 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
3 **AND 1174.5**
4 **(Against All Defendants)**

5 70. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
6 full herein.

7 71. California Labor Code § 1174 requires that all employers shall keep accurate time
8 and wage records for all employees. California Labor Code § 1174.5 further requires that any
9 employee suffering injury due to a willful violation of the aforementioned obligations may seek
10 damages, including civil penalties, from the employer.

11 72. During the course of Plaintiff's and Employees' employment, Defendants
12 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
13 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
14 overtime, and premium pay as discussed above.

15 73. Accordingly, Defendants are liable for civil penalties pursuant to the California
16 Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

17 **EIGHTH CAUSE OF ACTION**
18 **VIOLATION OF LABOR CODE § 203**
19 **(Against All Defendants)**

20 74. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
21 full herein.

22 75. Numerous Employees are no longer employed by Defendants; they either quit
23 Defendants' employ or were fired therefrom.

24 76. Defendants failed to pay these Employees all wages due and certain at the time of
25 termination or within seventy-two (72) hours of resignation.

26 77. The wages withheld from these Employees by Defendants remained due and owing
27 for more than thirty (30) days from the date of separation of employment.

28 78. Defendants' failure to pay wages, as alleged above, was willful in that Defendants

1 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
2 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
3 to thirty (30) days from the date they were due.

4 **NINTH CAUSE OF ACTION**

5 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

6 **(Against All Defendants)**

7 79. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 80. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim
10 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
11 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
12 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
13 meaning of Code of Civil Procedure § 1021.5.

14 81. Plaintiff is a "person" within the meaning of Business & Professions Code
15 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
16 relief, restitution, and other appropriate equitable relief.

17 82. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
18 business practices.

19 83. Wage-and-hour laws express fundamental public policies. Paying employees their
20 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
21 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
22 to enforce minimum labor standards, to ensure that employees are not required or permitted to
23 work under substandard and unlawful conditions, and to protect law-abiding employers and their
24 employees from competitors who lower costs to themselves by failing to comply with minimum
25 labor standards.

26 84. Defendants have violated statutes and public policies. Through the conduct alleged
27 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
28 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in

1 violation of Business & Professions Code § 17200 *et seq.* Defendants' conduct has deprived
2 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
3 privileges guaranteed to all employees under the law.

4 85. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
5 violation of the Business & Professions Code § 17200 *et seq.*

6 86. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
7 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
8 care should have known that their conduct was unlawful; therefore their conduct violates the
9 Business & Professions Code § 17200 *et seq.*

10 87. As a proximate result of the above-mentioned acts of Defendants, Employees have
11 been damaged, in a sum to be proven at trial.

12 88. Unless restrained by this Court, Defendants will continue to engage in such
13 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
14 should make such orders or judgments, including the appointment of a receiver, as may be
15 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
16 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
17 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
18 have unlawfully failed to pay.

19 **TENTH CAUSE OF ACTION**

20 **PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.**

21 **(Against All Defendants)**

22 89. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
23 full herein.

24 90. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
25 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
26 alleged violators, Defendants.

27 91. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
28 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the

1 penalty provisions, without limitation, based on the following California Labor Code sections:
2 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185,
3 1194, 1194.2 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.

4 92. The penalties shall be allocated as follows: 65% to the Labor and Workforce
5 Development Agency (LWDA) and 35% to the affected employee.

6 93. Employees also seek any and all penalties and remedies set forth in Labor Code §
7 558, which states:

8 (a) Any employer or other person acting on behalf of an employer who
9 violates, or causes to be violated, a section of this chapter or any provision
10 regulating hours and days of work in any order of the Industrial Welfare
11 Commission shall be subject to a civil penalty as follows: (1) For any initial
12 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
13 which the employee was underpaid in addition to an amount sufficient to recover
underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
each underpaid employee for each pay period for which the employee was
underpaid in addition to an amount sufficient to recover underpaid wages. (3)
Wages recovered pursuant to this section shall be paid to the affected employee.

14 (b) If upon inspection or investigation the Labor Commissioner determines that
15 a person had paid or caused to be paid a wage for overtime work in violation of any
16 provision of this chapter, or any provision regulating hours and days of work in any
17 order of the Industrial Welfare Commission, the Labor Commissioner may issue a
citation. The procedures for issuing, contesting, and enforcing judgments for
18 citations or civil penalties issued by the Labor Commissioner for a violation of this
chapter shall be the same as those set out in Section 1197.1.

19 (c) The civil penalties provided for in this section are in addition to any other
20 civil or criminal penalty provided by law.

21 94. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
22 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
23 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
24 for each violation in a subsequent citation, for which the employer fails to provide the employee a
wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
25 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

26 95. Plaintiff has exhausted her administrative remedy by sending a certified letter to the
27 LWDA and Defendants postmarked on June 20, 2024. The LWDA has not provided notice of its
28 intent to investigate the alleged violations within 65 calendar days of the postmark date of the
letters.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided and where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
7. For penalties pursuant to Labor Code § 226.3, as may be proven;
8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
9. For penalties pursuant to Labor Code § 1174.5, as may be proven;
10. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;
11. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;
12. For compensatory damages in the amount of all previously unreimbursed business expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants from four (4) years prior to the original filing of this action, as may be proven;
13. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or

1 duties adumbrated in this Complaint;

2 14. For all general, special, and incidental damages as may be proven;

3 15. For an award of pre-judgment and post-judgment interest;

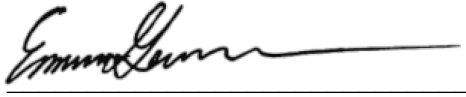
4 16. For an award providing for the payment of the costs of this suit;

5 17. For an award of attorneys' fees; and

6 18. For such other and further relief as this Court may deem proper and just.

7
8 DATED: August 26, 2024

D.LAW, INC.

9
10 By 

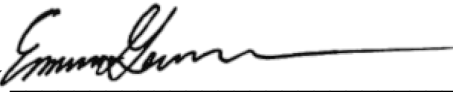
11 David Yeremian
12 Roman Shkodnik
13 Emma Geesaman
14 Attorneys for Plaintiff
15 REBECCA URQUIZO
16 and the putative class
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28

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

DATED: August 26, 2024

D.LAW, INC.

By 

David Yeremian
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
REBECCA URQUIZO
and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

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[] (ONLY BY ELECTRONIC TRANSMISSION) I electronically served the foregoing document in PDF format. I caused a true copy of the foregoing document(s) listed above to be served by electronic email transmission at the time shown on each transmission, to each interested party at the email address(es) shown above. Each transmission was reported as complete and without error.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Natalia Bermudes
Natalia Bermudes