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Attorney for Plaintiffs,

ALMA RIVERA; JESSICA

MOTTO-WHEELER

**SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF
RIVERSIDE – MENIFEE JUSTICE CENTER**

ALMA RIVERA, an individual, on behalf of
herself, other current and former aggrieved
employees, and the State of California, as a
private attorneys general; JESSICA MOTTO-
WHEELER, an individual, on behalf of herself,
other current and former aggrieved employees,
and the State of California, as a private
attorneys general

Plaintiffs,

vs.

RONALD REAGAN CHARTER SCHOOL
ALLIANCE, a California corporation;
SYCAMORE ACADEMY OF SCIENCE AND
CULTURAL ARTS FOUNDATION, INC., a
California corporation; BARBARA HALE, an
individual; and DOES 1 through 25, Inclusive,

Defendants.

Case No. CVME2404217

COMPLAINT FOR ALL DAMAGES FOR:

1. Violations of *Cal. Labor Code* §§ 1194 & 1194.2
2. Violations of *Cal. Labor Code* § 510
3. Violations of *Cal. Labor Code* § 226.7
4. Violations of *Cal. Labor Code* §§ 512 & 226.7
5. Violations of *Cal. Labor Code* §§ 204 & 210
6. Violations of *Cal. Labor Code* § 226
7. Violations of *Cal. Labor Code* § 2802
8. Violations of *Cal. Labor Code* §§ 201, 202, 203 & 208
9. Violations of *Cal. Bus. & Prof. Code* § 17200
10. Violations of *Cal. Labor Code* § 2698, *et. seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff ALMA RIVERA (hereinafter, individually referred to as “PLAINTIFF ALMA”)
2 and Plaintiff JESSICA MOTTO-WHEELER (hereinafter, individually referred to as “PLAINTIFF
3 JESSICA”) (hereinafter, PLAINTIFF ALMA and PLAINTIFF JESSICA are collectively referred to
4 as “PLAINTIFFS”), on behalf of (1) themselves individually, and as aggrieved employees, (2) all
5 other current and former aggrieved employees, and (3) the State of California as private attorneys
6 generals, under the Private Attorneys General Act of 2004, *California Labor Code* section 2698, *et*
7 *seq.* (hereinafter referred to as “PAGA”) hereby allege and state:

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9 **PARTIES**

- 10 1. During all times relevant, Defendant RONALD REAGAN CHARTER SCHOOL ALLIANCE
11 (hereinafter “DEFENDANT ALLIANCE”) was and is a California corporation incorporated in
12 and doing business in the State of California, County of Riverside.
- 13 2. During all times relevant herein, Defendant SYCAMORE ACADEMY OF SCIENCE AND
14 CULTURAL ARTS FOUNDATION, INC. (hereinafter “DEFENDANT SYCAMORE”) was
15 and is a California corporation incorporated in and doing business in the State of California,
16 County of Riverside.
- 17 3. Hereinafter, DEFENDANT ALLIANCE, DEFENDANT SYCAMORE and DOES 1 through 25
18 are collectively referred to as “CORPORATE DEFENDANTS.”
- 19 4. During all times relevant, the natural person, Matthew Roberson, is/was the CEO of both
20 CORPORATE DEFENDANTS. During all times relevant, the natural person, Daniel Leavitt,
21 is/was the CEO of both CORPORATE DEFENDANTS. CORPORATE DEFENDANTS also
22 share the same addresses and the same agent for service of process.
- 23 5. During all times relevant, the natural person Defendant BARBARA HALE is/was the Executive
24 Director of both CORPORATE DEFENDANTS, acting within a supervisory and/or managerial
25 role, in State of California, County of Riverside (hereinafter, Defendant BARBARA HALE, and
26 DOES 1 through 25 are collectively referred to as “INDIVIDUAL DEFENDANTS”).

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- 1 6. PLAINTIFFS are informed and believe, and therefore allege, that during all times relevant,
2 INDIVIDUAL DEFENDANTS was and is a “managing and/or supervisory agent” of
3 CORPORATE DEFENDANTS, as the term was defined by the California Supreme Court in
4 *White v. Ultramar, Inc.* (1999) 21 Cal.4th 563 and Section 3294 of the Code Civil Procedure.
- 5 7. Hereinafter, CORPORATE DEFENDANTS, INDIVIDUAL DEFENDANTS and DOES 1
6 through 25 are collectively referred to as “DEFENDANTS.”
- 7 8. During all times relevant, PLAINTIFFS were employed by and worked for DEFENDANTS,
8 and each of them.
- 9 9. Hereinafter, any and all of DEFENDANTS’ current and former non-exempt California
10 employees, including PLAINTIFFS, working at, for, or out of any and all of DEFENDANTS’
11 California campuses/offices/locations, including but not limited to the “Wildomar” campus
12 located at 23151 Palomar St, Murrieta, CA 92562, and the Chino campus located at 13000
13 Pipeline Ave, Chino, CA 91710 are collectively referred to as “AGGRIEVED EMPLOYEES.”
- 14 10. The true names and capacities, whether individual, corporate, associate, or otherwise, of the
15 Defendant(s) named herein as DOES 1 through 25, inclusive, and each of them, are unknown to
16 PLAINTIFFS, who therefore bring this action against said Defendant(s) by their fictitious
17 names pursuant to *Cal. Code Civ. Pro.* § 474.
- 18 11. PLAINTIFFS therefore seek leave to amend this Complaint to include the true names and
19 capacities of said DOE Defendant(s) in the event that identification of such DOE parties is
20 ascertained.

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12. PLAINTIFFS are informed and believe and based thereupon allege that during all relevant times, each of the DEFENDANTS and DOES 1 through 25, inclusive, were the agents, servants and/or employees, partner, predecessor-in-interest, successor-in-interest, beneficiary, executor, fictitious business name, trustee, subsidiary, related/affiliated entity, assignee, assignor, legal representative, general administrator, member, co-conspirator, and/or joint venturer or occupied other relationships with each of the other named DEFENDANTS and at all times herein mentioned acted within the course and scope of said agency and/or employment and/or other relationship and each other DEFENDANTS have ratified, consented to, had actual and/or constructive knowledge of, was bound by, approved or, and/or failed to prevent the acts of their agents, employees, predecessor-in-interest, successor-in-interest, trustees, trustors, and/or representatives, and that each actively, passively, acquiesced, participated in, allowed, aided and abetted, assisted, acted, or failed to act, with one another in the commission of the wrongdoing alleged in this Complaint.

JURISDICTION AND VENUE

13. PLAINTIFFS re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

14. The above-captioned Court has jurisdiction over the subject matter of this action and has personal jurisdiction over DEFENDANTS, which: (1) conducts business in the State of California; (2) hires and maintains employees in the State of California; and (3) avails itself/themselves of the protection of the laws of the State of California.

15. Venue in the above-captioned Court is proper because DEFENDANTS committed the acts complained of herein in Riverside County and one of DEFENDANTS' place of business is located in the County of Riverside.

FACTUAL ALLEGATIONS

16. PLAINTIFFS re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

1 17. PLAINTIFF ALMA was hired by DEFENDANTS as a non-exempt office assistant/clerk at
2 their Chino campus in or around July 2019, paying her an hourly wage.

3 18. PLAINTIFF JESSICA was hired by DEFENDANTS as a non-exempt sub-mentor/teacher
4 assistant at their Wildomar campus in or around October 2016, paying her an hourly wage.

5 19. Upon PLAINTIFFS' hirings, DEFENDANTS failed to provide PLAINTIFFS and any and all
6 AGGRIEVED EMPLOYEES written notices containing (a) the rate or rates of pay and basis
7 thereof, (b) any allowances claimed as part of the minimum wage, including meal or lodging
8 allowances, (c) the regular payday designated by DEFENDANTS, (d) DEFENDANTS' name,
9 including any and all of its "doing business as" names, (e) the physical address of
10 DEFENDANTS' main office / principal place of business / mailing address, (f)
11 DEFENDANTS' telephone number, (g) the name, address, and telephone number of
12 DEFENDANTS' workers' compensation insurance carrier, and (h) information about
13 PLAINTIFFS and any and all AGGRIEVED EMPLOYEES accruing and using sick leave; and
14 having the right to request and use accrued paid sick leave without fear of being terminated or
15 retaliated against for using or requesting the use of accrued paid sick leave, and that
16 PLAINTIFFS and any and all AGGRIEVED EMPLOYEES have the right to file a complaint
17 against DEFENDANTS if DEFENDANTS retaliates. PLAINTIFFS are informed and believe,
18 and thereon alleges, DEFENDANTS also fails to provide any and all newly-hired
19 AGGRIEVED EMPLOYEES written notices containing the preceding information. Similarly,
20 when DEFENDANTS made any changes to the above-listed information, it further failed to
21 notify PLAINTIFFS and any and all AGGRIEVED EMPLOYEES of those changes within
22 seven calendar days after the changing by notice, other writing or by a timely furnished
23 itemized wage statement.

24 20. DEFENDANTS also failed to keep posted conspicuously at its/their place of work, or at any
25 other place where it could be seen by PLAINTIFFS and all AGGRIEVED EMPLOYEES, a
26 notice specifying its/their regular pay days and the time and place of payment to PLAINTIFFS
27 and all AGGRIEVED EMPLOYEES.

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21. At the time of PLAINTIFF ALMA's hiring, she worked alongside another person also having the title, office assistant/clerk. However, within several months of PLAINTIFF ALMA's hiring, that employee transitioned into another role with DEFENDANTS; specifically, that of campus mentor. Accordingly, just several months into PLAINTIFF ALMA's hiring, she was juggling/required to perform all of DEFENDANTS' non-exempt office duties and more, and continued doing so throughout the entirety of her employment with DEFENDANTS.

22. In or around July 2019, PLAINTIFF JESSICA transitioned into the role of office assistant/clerk.

23. With each passing day during the entirety of PLAINTIFFS' employment, the number and assortment of non-exempt duties DEFENDANTS required them to perform on and off DEFENDANTS' campuses never ceased expanding.

24. Throughout the entirety of PLAINTIFFS' employment within DEFENDANTS' offices, their duties included but were not limited to that of receptionist (*i.e.*, answering all phone calls made to the school), ordering supplies, passing out supplies, enrollment, back office data compiling, student club sign-ups, assigning email addresses, printing report cards, logging permission slips, maintaining calendars, any and all types of teacher and staff support, assigning students to the DEFENDANTS' various teachers, logging students' attendance, maintaining cumulative files for students, scheduling student conferences, scheduling parent/teacher meetings/conferences, and scheduling board meetings.

25. Furthermore, throughout the entirety of PLAINTIFFS' employment, their duties were not limited to the four corners of DEFENDANTS' offices; rather, they acted as DEFENDANTS' utility players; Swiss Army tools, wearing many hats, and plugging all holes by performing any non-exempt duties and functions within and well outside their intended roles at DEFENDANTS' campuses.

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26. As examples, during PLAINTIFFS' employment, DEFENDANTS called upon one and/or both of them to (a) perform janitorial duties, *i.e.*, cleaning restrooms, and/or other messes occurring at the schools, (b) travel to DEFENDANTS' storage facility bringing/moving various things/supplies between campuses and the storage facility using her/their personal vehicle(s), (c) travel back and forth between DEFENDANTS' Chino and Wildomar campuses to pick-up/deliver supplies/food/support using her/their personal vehicle(s), (d) travel to various stores to purchase supplies for DEFENDANTS using her/their personal vehicle(s), (e) travel to various restaurants to pick-up meals for various meetings, including board meetings using her/their personal vehicle(s), (f) travel to various vendors to pick-up coffee and other refreshments for DEFENDANTS' various events, as an example, "Coffee with the Principal," using her/their personal vehicle(s), (g) attend DEFENDANTS' various on and off-campus events (after school history science and art projects/festivals) outside of their regularly scheduled worktimes, (h) remain on campus outside of their regularly scheduled worktimes with students when students' parents were late picking them up, and (i) perform administrative functions, such as procuring substitute teachers when an unexpected call-out occurred, and/or working on various projects at home / away from DEFENDANTS' campuses (1) before and after their regularly scheduled worktimes during the workdays, and (2) on Saturdays and Sundays.

27. The preceding non-exhaustive lists of duties and functions DEFENDANTS required PLAINTIFFS to perform / undertake resulted in PLAINTIFFS working more than 8 hours in any given day (and at times more than 12 hours in any given day), more than 40 hours in any given workweek, and working up to 7 days per week, at times more than 8 hours on of the 7th day.

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1 28. Accordingly, PLAINTIFFS were earning, and DEFENDANTS were required to pay them
2 overtime wages, both time and one half and double their regular rates of pay. However,
3 DEFENDANTS only paid PLAINTIFFS some, but not all the wages they earned during each
4 pay period, by willfully excluding (thus, not paying them for) all the time they spent performing
5 duties (a) before and after their regularly scheduled worktimes during the week, and (b) during
6 their weekends. The preceding resulted in DEFENDANTS willfully failing to pay
7 PLAINTIFFS California's prevailing minimum wage and/or their lawful overtime wages.

8 29. Also, because of the above non-exhaustive list of duties and functions DEFENDANTS required
9 PLAINTIFFS to perform / undertake, DEFENDANTS failed to make uninterrupted 30 minute
10 meal periods and 10 minute rest periods available to them. Again, PLAINTIFFS were
11 DEFENDANTS' utility players, Swiss Army tools, and plugged all holes, without back-up or
12 secondary coverage. DEFENDANTS made it impossible, thus, forbade PLAINTIFFS from
13 taking anything resembling a meal and/or rest period.

14 30. On top of DEFENDANTS' intentional failure to make meal periods available to PLAINTIFFS,
15 DEFENDANTS instructed PLAINTIFFS to falsify their timekeeping records by noting that
16 they in fact received timely, uninterrupted 30 minute meal periods each day they worked. This
17 necessarily resulted in DEFENDANTS willfully failing to pay PLAINTIFFS additional time
18 that they worked in violation of California's minimum and/or overtime wage laws. Thus, on
19 top of the above-detailed unpaid wages, DEFENDANTS also willfully failed to pay
20 PLAINTIFFS an additional 30 minutes of working time each day that they worked.

21 31. Moreover, because PLAINTIFFS' duties were ever-expanding as DEFENDANTS' utility
22 players, and Swiss Army tools, PLAINTIFFS' compensable worktime also expanded. Thus,
23 roughly one year into PLAINTIFF ALMA's employment with DEFENDANTS, and 3 or 4
24 months after transitioning PLAINTIFF JESSICA to an office assistant/clerk at their Wildomar
25 office, DEFENDANTS changed their strategy from willfully excluding (thus, not paying
26 PLAINTIFFS for) all the hours they worked to designating PLAINTIFFS as exempt and re-
27 titling them as, "office manager(s)."

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32. Thus, from roughly July 2019 through the end of PLAINTIFF ALMA's employment with DEFENDANTS on or around February 2, 2024, DEFENDANTS misclassified her as exempt and paid her a set salary regardless of the number of hours she worked in any given week.

33. Similarly, from roughly July 2019 through the end of PLAINTIFF JESSICA's employment with DEFENDANTS on or around April 30, 2024, DEFENDANTS misclassified her as exempt and paid her a set salary regardless of the number of hours she worked in any given week.

34. PLAINTIFFS' titles changed, but PLAINTIFFS' duties/functions did not meet any of the tests for the three (3) exemptions as defined by the applicable IWC Wage Order. PLAINTIFFS' duties/functions of employment prove they were/are not employed in an administrative, executive, or professional capacity as defined by the applicable IWC Wage Order. PLAINTIFFS are informed and believe and thereon allege, that any current or future "office manager" hired/designated by DEFENDANTS are not/will not be employed in an administrative, executive, or professional capacity as defined by the applicable IWC Wage Order because the nature of the role's duties/functions. And to the extent any of PLAINTIFFS'/current/future office managers' duties fall within any of the exemptions, they were/are never primarily engaged in these duties, thus, did/do not meet the test for any of the exemptions. The applicable IWC Wage Order defines "primarily" as "more than one-half the employee's work time." (See part (L) under section 2. DEFINITIONS in the applicable IWC Wage Order.)

35. PLAINTIFF ALMA estimates that during the first 3 or so years of her employment, she worked no less than between 10 to 12 hours per day, Monday through Friday. PLAINTIFF ALMA estimates that during the final year or so of her employment, she worked no less than 10 hours per day, Monday through Friday. PLAINTIFF ALMA estimates that during the entirety of her employment she worked no less than two-thirds (2/3rds) of all weekends, and during each of those weekends, she worked no less than between 10 to 11 hours.

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1 36. PLAINTIFF JESSICA estimates that before her final year or so of her employment, she worked
2 no less than between 10.5 to 11.5 hours per day, Monday through Friday. PLAINTIFF
3 JESSICA estimates that during the final year or so of her employment, she worked no less than
4 9.5 hours per day, Monday through Friday. PLAINTIFF JESSICA estimates that during the
5 entirety of her employment she worked no less than 2.5 hours during all weekends.

6 37. DEFENDANTS' unlawful company-wide policy and practice of misclassifying their so called
7 "office managers" was in place for the sole purpose of stealing the PLAINTIFFS'
8 /current/future office managers' wages. Despite PLAINTIFFS'/current/future office managers
9 working more than 8 hours during each workday, more than 40 hours during each workweek,
10 and at times more than 12 hours in a workday, and at times more than 8 hours on a seventh (7th)
11 consecutive workday, DEFENDANTS willfully fail/ed to paid/pay them a penny of the
12 overtime wages they earn/ed. Instead, DEFENDANTS paid/pay the
13 PLAINTIFFS'/current/future office managers' a flat rate salary every two (2) weeks.

14 38. PLAINTIFFS were/are not the only victims of DEFENDANTS' herein-described wage theft;
15 rather, wage theft is/are DEFENDANTS' companywide policy and practice.

16 39. DEFENDANTS paid/pay any and all their non-exempt California employees at each/all of their
17 California campuses, *i.e.*, any and all AGGRIEVED EMPLOYEES some, but not all the wages
18 they earned during each pay period, by willfully excluding (thus, not paying them for) all the
19 time they spent/spend performing duties, including off the clock work before and after their
20 scheduled hours, as well as, failing to make 30 minute meal periods available to them, while
21 instructing them to nevertheless falsify their timekeeping records by noting that they in fact
22 received timely, uninterrupted 30 minute meal periods each day they worked, which necessarily
23 results/ed in DEFENDANTS willfully failing to pay them 30 minutes of working time each day
24 that they worked in addition to any and all other "off-the-clock"/unpaid work DEFENDANTS
25 required of them.

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1 40. Despite DEFENDANTS owing PLAINTIFFS and any and all of the AGGRIEVED
2 EMPLOYEES one hour of pay at their regular rates for DEFENDANTS' companywide policy
3 and practice of failing to make meal and rest periods available to them, it is also
4 DEFENDANTS' companywide policy and practice of never paying PLAINTIFFS or any and
5 all of the AGGRIEVED EMPLOYEES a single meal or rest period penalty/premium.

6 41. DEFENDANTS' company-wide pattern and practice of willfully failing to pay PLAINTIFFS
7 and all AGGRIEVED EMPLOYEES all wages they earned necessarily results in
8 DEFENDANTS willfully failed/fail to furnish PLAINTIFFS and all AGGRIEVED
9 EMPLOYEES itemized wage statements, or at best issues them inaccurate written explanations
10 of pay that fail to meet the requirements set forth in California's laws. The "wage statements,"
11 if any, that DEFENDANTS furnish/ed to PLAINTIFFS and all AGGRIEVED EMPLOYEES'
12 fail to accurately show/evidence/contain/include (a) all forms of compensation earned, including
13 the meal and rest period penalties/premiums due and owing (b) the accurate
14 hours/miles/unit/rates associated with any and all forms of wages depicted within the written
15 explanations, (c) gross and net wages earned, (d) the name and address of the employer, (e) the
16 name and/or employee number(s), (f) the start and end dates of the period during which the
17 compensation was earned, or (g) the amount of paid sick leave available.

18 42. Based on DEFENDANTS' herein-detailed wage theft, DEFENDANTS also willfully fail/ed to
19 pay PLAINTIFFS and all AGGRIEVED EMPLOYEES all wages they earn/ed twice during
20 each calendar month, as well as, all wages owing within the statutorily required time, and place,
21 after PLAINTIFFS' resignations, or any one of the AGGRIEVED EMPLOYEES' resignations,
22 or termination from employment.

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1 43. Not only did DEFENDANTS willfully fail to pay PLAINTIFFS all the herein-detailed unpaid
2 minimum, overtime and meal and rest period wages within 72 hours of their resignations, but
3 DEFENDANTS by and through INDIVIDUAL DEFENDANTS, willfully withheld lawfully
4 earned wages, claiming that PLAINTIFFS owed DEFENDANTS money. Specifically,
5 DEFENDANTS by and through INDIVIDUAL DEFENDANTS, claimed that DEFENDANTS
6 were paying PLAINTIFFS in advance of work performed, thus, when they resigned,
7 DEFENDANTS had in fact overpaid them. The preceding is fiction. The preceding fiction was
8 concocted to practice further willful and intentional wage theft

9 44. Moreover, DEFENDANTS failed to provide PLAINTIFFS and all AGGRIEVED
10 EMPLOYEES sick days, thus, there was no accrual of sick days at any rate and they were not
11 entitled to sick days. Based thereon, DEFENDANTS never provide/d PLAINTIFFS and/or all
12 AGGRIEVED EMPLOYEES with written notice setting forth the amount of paid sick leave
13 available to them, and never kept record of the sick days accrued/used. And DEFENDANTS
14 failed to display a poster in a conspicuous place containing all information regarding sick days.

15 45. Also, during all times relevant, PLAINTIFFS and all AGGRIEVED EMPLOYEES were and
16 are incurring expenses discharging their duties for, and/or at the direction of DEFENDANTS.
17 Specifically, DEFENDANTS require/d PLAINTIFFS and all AGGRIEVED EMPLOYEES to
18 incur business expenses carrying out their employment duties for, including but not limited to,
19 (1) using their personal cellular phone services for texting, and calling (as for PLAINTIFF
20 during certain of their employment), and (2) using their personal automobiles for the above-
21 described duties. PLAINTIFFS and all AGGRIEVED EMPLOYEES were and are incurring
22 expenses through the use of their personal internet service they are required to use when
23 performing duties when away from campus/at home. Despite PLAINTIFFS and all
24 AGGRIEVED EMPLOYEES being required to use their personal cellular and internet services,
25 as well as, their personal vehicles, DEFENDANTS never reimburse/d them for the percentage
26 use of their cellular and internet services, or the IRS's prevailing mileage reimbursement per
27 mile driven, or any other vehicle/gas reimbursement.

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1 46. PLAINTIFFS are informed and believe and thereon allege that any and all of DEFENDANTS'
2 other current and former non-exempt California employees, including employees other than
3 those in PLAINTIFFS' specific department, and/or working at, or out of PLAINTIFFS' specific
4 location, *i.e.*, the AGGRIEVED EMPLOYEES, were/are also subjected to all of
5 DEFENDANTS' herein-described *California Labor Code* violations and violations of
6 California law, including the/any corresponding section(s) of the applicable IWC Wage
7 Order(s); here, Number 4-2001 (codified in *California Code of Regulations* tit. 8 Section
8 11040) based on DEFENDANTS' business industry. Hereinafter, IWC Wage Order No. 4-
9 2001 and *Cal. Code Regs.* tit. 8 § 11090 are interchangeable (when citing one, this complaint is
10 also citing the other), and/or are collectively referred to as "the applicable IWC Wage Order."

11 47. Moreover, during all times relevant, all the herein-detailed violations of the *California Labor*
12 *Code* and the applicable IWC Wage Order were/are violated, or were/are caused to be violated
13 by INDIVIDUAL DEFENDANTS, *i.e.*, the Executive Director of both CORPORATE
14 DEFENDANTS, who controlled/controls, instituted/institutes and/or implemented/implements
15 all CORPORATE DEFENDANTS' policies, procedures and conditions of employment,
16 including but not limited to those for wages and hours, under which PLAINTIFFS and any and
17 all of DEFENDANTS' current and former non-exempt California employees were/are
18 employed and paid.

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20 **EXHAUSTION OF PROCEDURAL REQUIREMENTS**

21 48. PLAINTIFFS re-allege and incorporate by reference all preceding paragraphs as though fully
22 set forth herein.

23 49. On July 24, 2024, PLAINTIFFS sent a written PAGA notice by USPS first-class certified mail
24 to all DEFENDANTS notifying them of the specific violations set forth therein and herein, and
25 the facts and theories supporting the violations. (A true and correct copy of the July 24, 2024
26 PAGA notice is attached hereto as Exhibit 1 and is incorporated herein.)

27 50. On July 24, 2024, PLAINTIFFS submitted the PAGA notice electronically to California's
28 Labor and Workforce Development Agency (hereinafter referred to as the "LWDA").

1 51. The LWDA provided no notice of investigation to PLAINTIFF within the statutorily required
2 period of time following July 24, 2024 notice. As of the date of this complaint, the LWDA has
3 provided no notice of investigation to PLAINTIFFS.

4 52. Thus, PLAINTIFFS can commence this civil action pursuant to *California Labor Code* section
5 2698, *et. seq.*

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7 **TOLLING OF STATUTES OF LIMITATIONS**

8 53. PLAINTIFFS re-allege and incorporate by reference all preceding paragraphs as though fully
9 set forth herein.

10 54. Any application statute of limitation for *California Labor Code* and *California Business and*
11 *Professions Code*, are equitably tolled by virtue of PLAINTIFFS' PAGA Notice.

12 55. The doctrine of equitable tolling is well-recognized in California. In *Elkins v. Derby*, the
13 Supreme Court of California stated, "defendants' interest in being properly apprised of claims
14 against them in order that they may gather and preserve evidence is fully satisfied when
15 prospective tort intervenors file compensation claims Thus, as the defendants were already
16 in litigation regarding the same sets of facts and circumstances, and no prejudice can be shown
17 towards the defendants, the doctrine of equitable tolling should be recognized...." *Elkins v.*
18 *Derby*, (1974) 12 Cal.3d 410, 417.

19 56. On July 24, 2024, PLAINTIFFS sent written notice by USPS first-class certified mail to all
20 DEFENDANTS notifying them of the specific violations set forth therein and herein, and the
21 facts and theories supporting the violations. (See Exh. 1.) In the same certified correspondence
22 sent DEFENDANTS, PLAINTIFF also included records requests pursuant to *California Labor*
23 *Code* Sections 226(c), 247.5 and 1198.5.

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1 57. The serving and submission of PLAINTIFF's written PAGA notice and records requests to
2 DEFENDANTS to gather any and all relevant information relating to DEFENDANTS' alleged
3 liability for violations of the *California Labor Code* pertaining to his wages and hours and
4 conditions of his employment. *See McDonald v. Antelope Valley Community College District*,
5 (2008) 45 Cal. 4th 88, 102; *Hopkins v. Kedzierski*, (2014) 255 Cal.App4th 736,750-751;
6 *Structural Steel Fabricators, Inc. v. City of Orange*, (1995) 40 Cal. App.4th 459.

7 58. DEFENDANTS are not prejudiced from the filing of this Complaint because it/they had
8 sufficient time to investigate the facts giving rise to this Complaint based upon PLAINTIFFS
9 serving DEFENDANTS with the written PAGA notice and records requests.

10
11 **FIRST CAUSE OF ACTION**

12 **Failure to Pay Minimum Wages and Liquidated Damages in Violation of *Cal. Labor Code* §§**
13 **1194 & 1194.2**
(Against All DEFENDANTS)

14 59. PLAINTIFFS re-allege and incorporate all preceding paragraphs as though fully set forth
15 herein.

16 60. At all times relevant herein, *California Labor Code* sections 1194, 1194.2, 1197.1, 558.1, as
17 well as, the/any corresponding section(s) of the applicable IWC Wage Order, are and were in
18 full force and effect and are binding on DEFENDANTS.

19 61. "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than
20 the legal minimum wage or the legal overtime compensation applicable to the employee is
21 entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage
22 or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of
23 suit." *Cal. Labor Code* § 1194(a).

24 62. "In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the
25 payment of a wage less than the minimum wage fixed by an order of the commission or by
26 statute, an employee shall be entitled to recover liquidated damages in an amount equal to the
27 wages unlawfully unpaid and interest thereon." *Id.* at 1194.2(a).

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63. Section (4)(B) of the/any corresponding section(s) of the applicable IWC Wage Order states:
“Every employer shall pay to each employee, on the established payday for the period involved,
not less than the applicable minimum wage for all hours worked in the payroll period, whether
the remuneration is measured by time, piece, commission, or otherwise.”

64. As set forth herein, PLAINTIFFS were victim of DEFENDANTS’ violations of *California Labor Code* sections 1194, 1194.2 and the/any corresponding section(s) of the applicable IWC Wage Order.

65. PLAINTIFFS were victim of DEFENDANTS’ said violations in at least one pay period during PLAINTIFFS’ employment with DEFENDANTS.

66. PLAINTIFFS are informed and believe and thereon allege that all AGGRIEVED EMPLOYEES were also victim of DEFENDANTS’ violations of *California Labor Code* sections 1194, 1194.2 and the/any corresponding section(s) of the applicable IWC Wage Order.

67. PLAINTIFFS are informed and believe and thereon allege that all AGGRIEVED EMPLOYEES were victim of DEFENDANTS’ said violations in at least one pay period during their employment with DEFENDANTS.

68. “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal. Labor Code* § 558.1(a).

69. “Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203” *Id.* at 1197.1(a).

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70. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California Labor Code* section 1194, the/any corresponding section(s) of the applicable IWC Wage Order and/or the preceding were willfully, knowingly and intentionally caused to be violated by INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for CORPORATE DEFENDANTS.

71. Accordingly, CORPORATE DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can be held liable for the damages stemming from the violations of *California Labor Code* section 1194 and the/any corresponding section(s) of the applicable IWC Wage Order, including a restitution of wages, and liquidated damages payable to PLAINTIFFS.

72. “In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.” *Id.* at 1194.2(a).

73. “[A]ny employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” *Id.* at 1194.

74. As a proximate result of DEFENDANTS’ failure to pay PLAINTIFFS the minimum wage, pursuant to the provisions of *California Labor Code* § 1194(a) and the/any corresponding section(s) of the applicable IWC Wage Order, PLAINTIFFS have suffered and will continue to suffer economic damages in an amount to be proven at trial.

75. As a proximate result of DEFENDANTS’ failure to pay PLAINTIFFS the minimum wage, PLAINTIFF have been forced to hire attorney(s) to prosecute their claims herein, and have incurred and will continue to incur attorney’s fees and costs in connection therewith.

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1 76. PLAINTIFFS pray that the Court award PLAINTIFFS the unpaid balance of the full amount of
2 PLAINTIFFS' minimum wages, prejudgment interest on these unpaid wages, all civil penalties,
3 statutory penalties, monetary damages, reasonable attorney's/s' fees, costs, liquidated damages,
4 and any other relief available to PLAINTIFFS under the *California Labor Code* and any further
5 relief that the Court deems proper as a result of DEFENDANTS' violations.

6
7 **SECOND CAUSE OF ACTION**

8 **Failure to Pay Overtime Wages in Violation of *Cal. Labor Code* § 510**
9 **(Against All DEFENDANTS)**

10 77. PLAINTIFFS re-allege and incorporate all preceding paragraphs as though fully set forth
11 herein.

12 78. At all times relevant herein, *California Labor Code* sections 510 and 558.1, as well as, the/any
13 corresponding section(s) of the applicable IWC Wage Order, are and were in full force and
14 effect and are binding on DEFENDANTS.

15 79. "Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one
16 workday and any work in excess of 40 hours in any one workweek and the first eight hours
17 worked on the seventh day of work in any one workweek shall be compensated at the rate of no
18 less than one and one-half times the regular rate of pay for an employee." *Cal. Labor Code* §
19 510(a).

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1 80. Section (3)(A)(1)(a)-(c) of the/any corresponding section(s) of the applicable IWC Wage Order
2 states: “[E]mployees shall not be employed more than eight (8) hours in any workday or more
3 than 40 hours in any workweek unless the employee receives one and one-half (1 1/2) times
4 such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight
5 (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday
6 or more than six (6) days in any workweek is permissible provided the employee is
7 compensated for such overtime at not less than: (a) One and one-half (1 1/2) times the
8 employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and
9 including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th)
10 consecutive day of work in a workweek; and (b) Double the employee's regular rate of pay for
11 all hours worked in excess of 12 hours in any workday and for all hours worked in excess of
12 eight (8) hours on the seventh (7th) consecutive day of work in a workweek.(c) The overtime
13 rate of compensation required to be paid to a nonexempt full-time salaried employee shall be
14 computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's
15 weekly salary.”

16 81. As set forth herein, PLAINTIFFS were victim of DEFENDANTS’ violations of *California*
17 *Labor Code* section 510 and the/any corresponding section(s) of the applicable IWC Wage
18 Order.

19 82. PLAINTIFFS were victim of DEFENDANTS’ said violations in at least one pay period during
20 PLAINTIFFS’ employment with DEFENDANTS.

21 83. PLAINTIFFS are informed and believe and thereon allege that all AGGRIEVED EMPLOYEES
22 were also victim of DEFENDANTS’ violations of *California Labor Code* section 510 and
23 the/any corresponding section(s) of the applicable IWC Wage Order.

24 84. PLAINTIFFS are informed and believe and thereon allege that all AGGRIEVED EMPLOYEES
25 were victim of DEFENDANTS’ said violations in at least one pay period during their
26 employment with DEFENDANTS.

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1 85. “Any employer or other person acting on behalf of an employer, who violates, or causes to be
2 violated, any provision regulating minimum wages or hours and days of work in any order of
3 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
4 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal.*
5 *Labor Code* § 558.1(a).

6 86. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
7 *Labor Code* section 510, the/any corresponding section(s) of the applicable IWC Wage Order
8 and/or the preceding were willfully, knowingly and intentionally caused to be violated by
9 INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for
10 CORPORATE DEFENDANTS.

11 87. Accordingly, CORPORATE DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can
12 be held liable for the damages stemming from the violations of *California Labor Code* section
13 510 and the/any corresponding section(s) of the applicable IWC Wage Order.

14 88. “[A]ny employee receiving less than the legal minimum wage or the legal overtime
15 compensation applicable to the employee is entitled to recover in a civil action the unpaid
16 balance of the full amount of this minimum wage or overtime compensation, including interest
17 thereon, reasonable attorney’s fees, and costs of suit.” *Id.* at 1194.

18 89. As a proximate result of DEFENDANTS’ failure to pay PLAINTIFFS their lawful overtime
19 wages, pursuant to the provisions of *California Labor Code* § 510, PLAINTIFFS are entitled to
20 recover from DEFENDANTS an amount equal to the wages unlawfully unpaid and interest
21 thereon.

22 90. As a proximate result of DEFENDANTS failure to pay PLAINTIFFS their lawful overtime
23 wages, PLAINTIFFS have been forced to hire attorney(s) to prosecute their claims herein, and
24 have incurred and will continue to incur attorney’s fees and costs in connection therewith.

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1 91. PLAINTIFFS pray that the Court award PLAINTIFFS the unpaid balance of the full amount of
2 PLAINTIFFS' overtime wage compensation, prejudgment interest on these unpaid wages, all
3 civil penalties, statutory penalties, monetary damages, reasonable attorney's/s' fees, costs, and
4 any other relief available to PLAINTIFFS under the *California Labor Code* and any further
5 relief that the Court deems proper as a result of DEFENDANTS' violations.

6
7 **THIRD CAUSE OF ACTION**

8 **Failure to Make Rest Periods Available in Violation of *Cal. Labor Code* § 226.7**
9 **(Against All DEFENDANTS)**

10 92. PLAINTIFFS re-allege and incorporate all preceding paragraphs as though fully set forth
11 herein.

12 93. At all times relevant herein, *California Labor Code* sections 226.7 and 558.1, as well as, the/any
13 corresponding section(s) of the applicable IWC Wage Order, are and were in full force and
14 effect and are binding on DEFENDANTS.

15 94. Employees are entitled to a net rest period of at least ten (10) minutes per each consecutive four
16 (4) hour work period or major fraction thereof, after the first three and one-half (3½) hours
17 worked in a workday. *Cal. Lab. Code* § 226.7.

18 95. Employers are required to pay an additional hour of compensation for each workday where an
19 employee fails to receive a rest period for each consecutive four (4) hour shift worked. *Id.* at
20 (c).

21 96. Section (12)(A) of the/any corresponding section(s) of the applicable IWC Wage Order states:
22 "Every employer shall authorize and permit all employees to take rest periods, which insofar as
23 practicable shall be in the middle of each work period. The authorized rest period time shall be
24 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
25 hours or major fraction thereof. However, a rest period need not be authorized for employees
26 whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period
27 time shall be counted as hours worked for which there shall be no deduction from wages."

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1 97. Section (12)(B) of the/any corresponding section(s) of the applicable IWC Wage Order states:
2 “If an employer fails to provide an employee a rest period in accordance with the applicable
3 provisions of this order, the employer shall pay the employee one (1) hour of pay at the
4 employee's regular rate of compensation for each workday that the rest period is not provided.”

5 98. As set forth herein, PLAINTIFFS were victim of DEFENDANTS’ violations of *California*
6 *Labor Code* section 226.7 and the/any corresponding section(s) of the applicable IWC Wage
7 Order.

8 99. PLAINTIFFS were victim of DEFENDANTS’ said violations in at least one pay period during
9 PLAINTIFFS’ employment with DEFENDANTS.

10 100. PLAINTIFFS are informed and believe and thereon allege that all AGGRIEVED EMPLOYEES
11 were also victim of DEFENDANTS’ violations of *California Labor Code* section 226.7 and
12 the/any corresponding section(s) of the applicable IWC Wage Order.

13 101. PLAINTIFFS are informed and believe and thereon allege that all AGGRIEVED EMPLOYEES
14 were victim of DEFENDANTS’ said violations in at least one pay period during their
15 employment with DEFENDANTS.

16 102. “Any employer or other person acting on behalf of an employer, who violates, or causes to be
17 violated, any provision regulating minimum wages or hours and days of work in any order of
18 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
19 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal.*
20 *Labor Code* § 558.1(a).

21 103. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
22 *Labor Code* section 226.7, the/any corresponding section(s) of the applicable IWC Wage Order
23 and/or the preceding were willfully, knowingly and intentionally caused to be violated by
24 INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for
25 CORPORATE DEFENDANTS.

26 104. Accordingly, CORPORATE DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can
27 be held liable for the damages stemming from the violations of *California Labor Code* section
28 226.7 and the/any corresponding section(s) of the applicable IWC Wage Order.

1 105. PLAINTIFFS pray that the Court award PLAINTIFFS the unpaid balance of the full amount of
2 PLAINTIFFS' rest period wages, prejudgment interest on these unpaid wages, all civil
3 penalties, statutory penalties, monetary damages, and any other relief available to PLAINTIFFS
4 under the *California Labor Code* and any further relief that the Court deems proper as a result
5 of DEFENDANTS' violations.

6
7 **FOURTH CAUSE OF ACTION**

8 **Failure to Make Meal Periods Available in Violation of *Cal. Labor Code* §§ 512 & 226.7**
9 **(Against All DEFENDANTS)**

10 106. PLAINTIFFS re-allege and incorporate all preceding paragraphs as though fully set forth
11 herein.

12 107. At all times relevant herein, *California Labor Code* sections 512, 226.7, 558.1, as well as,
13 the/any corresponding section(s) of the applicable IWC Wage Order, are and were in full force
14 and effect and are binding on DEFENDANTS.

15 108. "An employer may not employ an employee for a work period of more than five hours per day
16 without providing the employee with a meal period of not less than 30 minutes, except that if
17 the total work period per day of the employee is no more than six hours, the meal period may be
18 waived by mutual consent of both the employer and employee." *Cal. Labor Code* § 512(a).

19 109. "An employer may not employ an employee for a work period of more than 10 hours per day
20 without providing the employee with a second meal period of not less than 30 minutes, except
21 that if the total hours worked is no more than 12 hours, the second meal period may be waived
22 by mutual consent of the employer and the employee only if the first meal period was not
23 waived." *Id.*

24 110. "If an employer fails to provide an employee a meal or rest or recovery period in accordance
25 with a state law, including, but not limited to, an applicable statute or applicable regulation,
26 standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health
27 Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the
28 employee one additional hour of pay at the employee's regular rate of compensation for each
workday that the meal or rest or recovery period is not provided." *Id.* at 226.7.

1 111. Section (11)(A) of the/any corresponding section(s) of the applicable IWC Wage Order states in
2 part: "No employer shall employ any person for a work period of more than five (5) hours
3 without a meal period of not less than 30 minutes, except that when a work period of not more
4 than six (6) hours will complete the day's work the meal period may be waived by mutual
5 consent of the employer and employee."

6 112. Section (11)(D) of the/any corresponding section(s) of the applicable IWC Wage Order states in
7 part: "If an employer fails to provide an employee a meal period in accordance with the
8 applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at
9 the employee's regular rate of compensation for each work day that the meal period is not
10 provided."

11 113. As set forth herein, PLAINTIFFS were victim of DEFENDANTS' violations of *California*
12 *Labor Code* sections 512, 226.7 and the/any corresponding section(s) of the applicable IWC
13 Wage Order.

14 114. PLAINTIFFS were victim of DEFENDANTS' said violations in at least one pay period during
15 PLAINTIFFS' employment with DEFENDANTS.

16 115. And PLAINTIFFS are informed and believe and thereon allege that all other AGGRIEVED
17 EMPLOYEES were also victim of DEFENDANTS' violations of *California Labor Code*
18 sections 512, 226.7 and the/any corresponding section(s) of the applicable IWC Wage Order.

19 116. PLAINTIFFS are informed and believe and thereon allege that all AGGRIEVED EMPLOYEES
20 were victim of DEFENDANTS' said violations in at least one pay period during their
21 employment with DEFENDANTS.

22 117. "Any employer or other person acting on behalf of an employer, who violates, or causes to be
23 violated, any provision regulating minimum wages or hours and days of work in any order of
24 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
25 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." *Cal.*
26 *Labor Code* § 558.1(a).

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1 118. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
2 *Labor Code* sections 512, 226.7, the/any corresponding section(s) of the applicable IWC Wage
3 Order and/or the preceding were willfully, knowingly and intentionally caused to be violated by
4 INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for
5 CORPORATE DEFENDANTS.

6 119. Accordingly, CORPORATE DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can
7 be held liable for the damages stemming from the violations of *California Labor Code* sections
8 512, 226.7 and the/any corresponding section(s) of the applicable IWC Wage Order.

9 120. PLAINTIFFS pray that the Court award PLAINTIFFS the unpaid balance of the full amount of
10 PLAINTIFFS' meal period wages, prejudgment interest on these unpaid wages, all civil
11 penalties, statutory penalties, monetary damages, and any other relief available to PLAINTIFFS
12 under the *California Labor Code* and any further relief that the Court deems proper as a result
13 of DEFENDANTS' violations.

14
15 **FIFTH CAUSE OF ACTION**

16 **Failure to Pay All Wages Earned Twice During a Calendar Month in Violation of *Cal. Labor***
17 ***Code* §§ 204 & 210**
(Against All DEFENDANTS)

18 121. PLAINTIFFS re-allege and incorporate all preceding paragraphs as though fully set forth
19 herein.

20 122. At all times relevant herein, *California Labor Code* sections 204, 210 and 558.1, as well as,
21 the/any corresponding section(s) of the applicable IWC Wage Order are and were in full force
22 and effect and are binding on DEFENDANTS.

23 123. "All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by
24 any person in any employment are due and payable twice during each calendar month, on days
25 designated in advance by the employer as the regular paydays." *Cal. Lab. Code* § 204.

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124. “In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld. (b) The penalty shall either be recovered by the employee as a statutory penalty pursuant” *Id.* at 210.

125. “An employee is only entitled to either recover the statutory penalty provided for in this section or to enforce a civil penalty as set forth in subdivision (a) of Section 2699, but not both, for the same violation.” *Id.* at (c).

126. As set forth herein, PLAINTIFFS were victim of DEFENDANTS’ violations of *California Labor Code* section 204 because of DEFENDANTS’ willful and intentional violations of Sections 1194 and/or 510, thus, entitling PLAINTIFF to recover the statutory penalties set forth in Section 210 necessarily resulting from on DEFENDANTS’ violations of *California Labor Code* sections 1194 and/or 510.

127. PLAINTIFFS were victim of DEFENDANTS’ violations of *California Labor Code* sections 1194 and/or 510, thus, Section 204, in at least one pay period during PLAINTIFFS’ employment with DEFENDANTS.

128. As set forth herein, AGGRIEVED EMPLOYEES were victim of DEFENDANTS’ violations of *California Labor Code* section 204 because of DEFENDANTS’ willful and intentional violations of Sections 512 and 226.7, thus, entitling the AGGRIEVED EMPLOYEES to recover the PAGA civil penalties set forth in Sections 558 and/or 2699 necessarily resulting from on DEFENDANTS’ violations of *California Labor Code* sections 512 and/or 226.7 being pursued in PLAINTIFF’s PAGA cause of action *infra*.

129. As set forth herein, the AGGRIEVED EMPLOYEES were victim of DEFENDANTS’ willful and intentional violations of *California Labor Code* sections 512 and 226.7, thus, Section 204 in at least one pay period during their employment with DEFENDANTS.

1 130. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
2 *Labor Code* sections 1194, 510, 512, 226.7, the/any corresponding section(s) of the applicable
3 IWC Wage Order and/or the preceding were willfully, knowingly and intentionally caused to be
4 violated by INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for
5 CORPORATE DEFENDANTS.

6 131. Accordingly, CORPORATE DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can
7 be held liable for the damages stemming from DEFENDANTS' willful and intentional failure to
8 pay PLAINTIFF all minimum and overtime wages earned in violation of *California Labor Code*
9 sections 1194 and 510, as well as, the/any corresponding section(s) of the applicable IWC Wage
10 Order, necessarily including the statutory penalties payable to PLAINTIFF pursuant to Section
11 210.

12 132. Furthermore, CORPORATE DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can
13 be held liable for the damages stemming from DEFENDANTS' willful and intentional failures
14 (a) to make all lawful meal and rest periods available to the AGGRIEVED EMPLOYEES, and
15 (b) pay the AGGRIEVED EMPLOYEES the meal and rest period premiums owed to them
16 based on these failures, all in violation of *California Labor Code* sections 512, 226.7 and
17 the/any corresponding section(s) of the applicable IWC Wage Order, which includes the PAGA
18 civil penalties set forth in Sections 558 and/or 2699.

19 133. "In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or
20 pension fund contributions, the court shall award reasonable attorney's fees and costs to the
21 prevailing party if any party to the action requests attorney's fees and costs upon the initiation
22 of the action." *Id.* at 218.5.

23 134. PLAINTIFFS pray that the Court award PLAINTIFFS all statutory penalties available under
24 *California Labor Code* section 210, plus twenty-five percent (25%) of the wages unlawfully
25 withheld by DEFENDANTS, reasonable attorney's/s' fees, costs, and any other relief available
26 to PLAINTIFFS under the *California Labor Code* and any further relief that the Court deems
27 proper as a result of DEFENDANTS' violations of *California Labor Code* sections 1194 and
28 510.

1 **SIXTH CAUSE OF ACTION**

2 **Failure to Furnish Accurate Wage Statements in Violation *Cal. Labor Code* § 226**
3 **(Against All DEFENDANTS)**

4 135. PLAINTIFFS re-allege and incorporate all preceding paragraphs as though fully set forth
5 herein.

6 136. At all times relevant herein, *California Labor Code* sections 226, 558.1 and the/any
7 corresponding section(s) of the applicable IWC Wage Order are and were in full force and
8 effect and are binding on DEFENDANTS.

9 137. DEFENDANTS, and each of them, were obligated under *California Labor Code* section 226
10 and the/any corresponding section(s) of the applicable IWC Wage Order, to keep an accurate
11 record of the hours of labor worked by PLAINTIFFS and all other AGGRIEVED
12 EMPLOYEES and to prepare and furnish PLAINTIFFS and all other AGGRIEVED
13 EMPLOYEES with each payment of wages an itemized statement accurately showing nine
14 specific categories of information: “(1) gross wages earned, (2) total hours worked by the
15 employee . . . (3) the number of piece-rate units earned and any applicable piece rate if the
16 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
17 written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
18 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
19 employee and only the last four digits of his or her social security number or an employee
20 identification number other than a social security number, (8) the name and address of the legal
21 entity that is the employer . . . , and (9) all applicable hourly rates in effect during the pay period
22 and the corresponding number of hours worked at each hourly rate by the employee” *Cal.*
23 *Lab. Code* § 226(a).

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1 138. Section (7)(B) of the/any corresponding section(s) of the applicable IWC Wage Order states:
2 “Every employer shall semimonthly or at the time of each payment of wages furnish each
3 employee, either as a detachable part of the check, draft, or voucher paying the employee's
4 wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the
5 inclusive dates of the period for which the employee is paid; (3) the name of the employee or
6 the employee's social security number; and (4) the name of the employer, provided all
7 deductions made on written orders of the employee may be aggregated and shown as one item.”

8 139. “An employee suffering injury as a result of a knowing and intentional failure by an
9 employer to comply with subdivision (a) is entitled to recover the greater of all actual damages
10 or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
11 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an
12 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
13 reasonable attorney's fees.” *Cal. Lab. Code* § 226(e)(1).

14 140. As set forth herein, PLAINTIFFS were victim of DEFENDANTS’ violations of *California*
15 *Labor Code* section 226 and the/any corresponding section(s) of the applicable IWC Wage
16 Order.

17 141. DEFENDANTS’ conduct was willful, and its failure to include this information on wage
18 statements caused PLAINTIFFS damage, and resulted in PLAINTIFFS’ inability to determine
19 whether they were paid accurately.

20 142. PLAINTIFFS were victim of DEFENDANTS’ said violations in at least one pay period during
21 PLAINTIFFS’ employment with DEFENDANTS.

22 143. As set forth herein, AGGRIEVED EMPLOYEES were victim of DEFENDANTS furnishing
23 wage statements to them containing the same deficiencies set forth herein.

24 144. As set forth herein, AGGRIEVED EMPLOYEES were victim of DEFENDANTS furnishing
25 wage statements to them containing the same deficiencies in at least one pay period during their
26 employment with DEFENDANTS.

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1 145. “Any employer or other person acting on behalf of an employer, who violates, or causes to be
2 violated, any provision regulating minimum wages or hours and days of work in any order of
3 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
4 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal.*
5 *Labor Code* § 558.1(a).

6 146. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
7 *Labor Code* section 226, the/any corresponding section(s) of the applicable IWC Wage Order
8 and/or the preceding were willfully, knowingly and intentionally caused to be violated by
9 INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for
10 CORPORATE DEFENDANTS.

11 147. Accordingly, CORPORATE DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can
12 be held liable for the damages stemming from the violations of *California Labor Code* section
13 226 and the/any corresponding section(s) of the applicable IWC Wage Order.

14 148. PLAINTIFFS pray that the Court award PLAINTIFFS all statutory penalties available under
15 *California Labor Code* section 226 and any other applicable section of the *California Labor*
16 *Code*, as well as, an award of costs and reasonable attorney’s/s’ fees and any further relief that
17 the Court deems proper as a result of DEFENDANTS’ violations.

18
19 **SEVENTH CAUSE OF ACTION**

20 **Failure to Indemnify Employees for Expenses in Violation of *Cal. Labor Code* § 2802**
21 **(Against All DEFENDANTS)**

22 149. PLAINTIFFS re-allege and incorporate by reference each of the above paragraphs as alleged
23 herein.

24 150. At all times mentioned herein *California Labor Code* sections 2802, 558.1, as well as, the
25 applicable IWC Order were and are in full force and effect and are binding on DEFENDANTS.

26 151. “An employer shall indemnify his or her employee for all necessary expenditures or losses
27 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
28 her obedience to the directions of the employer, even though unlawful, unless the employee, at
the time of obeying the directions, believed them to be unlawful.” *Cal. Labor Code* § 2802(a).

1 152. "All awards made by a court or by the Division of Labor Standards Enforcement for
2 reimbursement of necessary expenditures under this section shall carry interest at the same rate
3 as judgments in civil actions. Interest shall accrue from the date on which the employee incurred
4 the necessary expenditure or loss." *Id.* at 2802(b).

5 153. "For purposes of this section, the term "necessary expenditures or losses" shall include all
6 reasonable costs, including, but not limited to, attorney's fees incurred by the employee
7 enforcing the rights granted by this section." *Id.* at 2802(c).

8 154. As set forth herein, PLAINTIFFS were victim of DEFENDANTS' violations of *California*
9 *Labor Code* section 2802 and the/any corresponding section(s) of the applicable IWC Wage
10 Order.

11 155. PLAINTIFFS were victim of DEFENDANTS' said violations in at least one pay period during
12 PLAINTIFFS' employment with DEFENDANTS.

13 156. PLAINTIFFS are informed and believe and thereon allege that all other AGGRIEVED
14 EMPLOYEES were also victim of DEFENDANTS' violations of *California Labor Code*
15 section 2802 and the/any corresponding section(s) of the applicable IWC Wage Order.

16 157. PLAINTIFFS are informed and believe and thereon allege that all other AGGRIEVED
17 EMPLOYEES were victim of DEFENDANTS' said violations in at least one pay period during
18 their employment with DEFENDANTS.

19 158. "Any employer or other person acting on behalf of an employer, who violates, or causes to be
20 violated, any provision regulating minimum wages or hours and days of work in any order of
21 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
22 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." *Cal.*
23 *Labor Code* § 558.1(a).

24 159. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
25 *Labor Code* section 2802, the/any corresponding section(s) of the applicable IWC Wage Order
26 and/or the preceding were willfully, knowingly and intentionally caused to be violated by
27 INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for
28 CORPORATE DEFENDANTS.

1 160. Accordingly, CORPORATE DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can
2 be held liable for the damages stemming from the violations of *California Labor Code* section
3 2802 and/or the/any corresponding section(s) of the applicable IWC Wage Order.

4 161. As a proximate result of DEFENDANTS' failure to indemnify PLAINTIFFS for these
5 necessary expenditures pursuant to the provisions of *California Labor Code* section 2802 and
6 the/any corresponding section(s) of the applicable IWC Wage Order, PLAINTIFFS suffered
7 losses all in an amount to be proven at trial.

8 162. As a proximate result of DEFENDANTS' failure to indemnify PLAINTIFFS for these
9 necessary expenditures pursuant to the provisions of *California Labor Code* section 2802 and
10 the/any corresponding section(s) of the applicable IWC Wage Order, PLAINTIFFS have been
11 forced to hire attorney(s) to prosecute PLAINTIFFS' claims herein, and has incurred and will
12 continue to incur attorney's fees and costs in connection therewith.

13 163. PLAINTIFFS pray that the Court award PLAINTIFFS reimbursement of all necessary
14 expenditures and/or losses incurred at the direction of DEFENDANTS and/or in discharging
15 PLAINTIFFS' duties for DEFENDANTS with interest thereon, reasonable attorneys' fees and
16 other costs incurred enforcing PLAINTIFFS' rights granted by *California Labor Code* section
17 2802 and the/any corresponding section(s) of the applicable IWC Wage Order.

18
19 **EIGHTH CAUSE OF ACTION**

20 **Waiting Time Penalties in Violation of *Cal. Labor Code* §§ 201, 202, 203 & 208**
21 **(Against All DEFENDANTS)**

22 164. PLAINTIFFS re-allege and incorporate all preceding paragraphs as though fully set forth
23 herein.

24 165. At all times relevant herein, *California Labor Code* sections 201, 202, 203, 208 and 558.1 are
25 and were in full force and effect and are binding on DEFENDANTS.

26 166. "If an employer discharges an employee, the wages earned and unpaid at the time of discharge
27 are due and payable immediately." *Cal. Lab. Code* § 201(a).

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1 167. "If an employee not having a written contract for a definite period quits his or her employment,
2 his or her wages shall become due and payable not later than 72 hours thereafter, unless the
3 employee has given 72 hours previous notice of his or her intention to quit, in which case the
4 employee is entitled to his or her wages at the time of quitting. Notwithstanding any other
5 provision of law, an employee who quits without providing a 72-hour notice shall be entitled to
6 receive payment by mail if he or she so requests and designates a mailing address. The date of
7 the mailing shall constitute the date of payment for purposes of the requirement to provide
8 payment within 72 hours of the notice of quitting." *Id.* at 202(a).

9 168. "If an employer willfully fails to pay, without abatement or reduction, in accordance with
10 Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged
11 or who quits, the wages of the employee shall continue as a penalty from the due date thereof at
12 the same rate until paid or until an action therefor is commenced; but the wages shall not
13 continue for more than 30 days." *Id.* at 203(a).

14 169. "Every employee who is discharged shall be paid at the place of discharge, and every employee
15 who quits shall be paid at the office or agency of the employer in the county where the
16 employee has been performing labor. All payments shall be made in the manner provided by
17 law." *Id.* at 208.

18 170. "Suit may be filed for these penalties at any time before the expiration of the statute of
19 limitations on an action for the wages from which the penalties arise." *Id.* at 203(b).

20 171. As set forth herein, PLAINTIFFS were victim of DEFENDANTS' violations of *California*
21 *Labor Code* sections 201 or 202, plus 203 and 208.

22 172. And PLAINTIFFS are informed and believe and thereon allege that all AGGRIEVED
23 EMPLOYEES who were terminated or resigned were also victim of DEFENDANTS' violations
24 of *California Labor Code* sections 201 or 202, plus 203 and 208.

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1 173. “Any employer or other person acting on behalf of an employer, who violates, or causes to be
2 violated, any provision regulating minimum wages or hours and days of work in any order of
3 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
4 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal.*
5 *Labor Code* § 558.1(a).

6 174. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
7 *Labor Code* sections 201, 202, 203, 208, the/any corresponding section(s) of the applicable
8 IWC Wage Order and/or the preceding were willfully, knowingly and intentionally caused to be
9 violated by INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for
10 CORPORATE DEFENDANTS.

11 175. Accordingly, CORPORATE DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can
12 be held liable for the damages stemming from the violations of *California Labor Code* sections
13 201, 202, 203 and 208, as well as, the/any corresponding section(s) of the applicable IWC Wage
14 Order.

15 176. “In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or
16 pension fund contributions, the court shall award reasonable attorney’s fees and costs to the
17 prevailing party if any party to the action requests attorney’s fees and costs upon the initiation
18 of the action.” *Id.* at 218.5.

19 177. PLAINTIFFS pray that the Court award PLAINTIFFS all statutory penalties available under
20 *California Labor Code* section 203 and any other applicable section of the *California Labor*
21 *Code*, as well as, an award of costs and reasonable attorney’s/s’ fees and any further relief that
22 the Court deems proper as a result of DEFENDANTS’ violations.

23
24 **NINTH CAUSE OF ACTION**

25 **Violations of *Cal. Bus. & Prof. Code* § 17200**
26 **(Against CORPORATE DEFENDANTS)**

27 178. PLAINTIFFS re-allege and incorporate all preceding paragraphs as though fully set forth
28 herein.

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179. At all times relevant herein, *California Business and Professions* section 17200, *et seq.* is and was in full force and effect and is binding on all non-individual DEFENDANTS.

180. The Unfair Competition Law (“UCL”), which is codified under *California Business and Professions* section 17200, *et seq.* prohibits acts of “unfair competition,” including any unlawful, unfair, fraudulent *or* deceptive business act *or* practice as well as “unfair, deceptive, untrue or misleading advertising.”

181. By virtue of the direct injuries that PLAINTIFFS sustained from DEFENDANTS’ wrongful conduct, PLAINTIFFS have standing to sue in order to obtain the remedies that are available to PLAINTIFFS under the UCL.

182. The UCL authorizes injunctive relief to prevent unlawful, unfair, or fraudulent business acts for practices, and both restitution and disgorgement of money or property wrongfully obtained by means of such unfair competition. *Bus. & Prof. Code* § 17203.

183. An action may be brought under the UCL by any person, corporation or association, or by any person action for the interests of itself, its members, or the general public. *Id.* at 17204.

184. A plaintiff may bring *California Business and Professions* section 17200, *et seq.* claim even when the underlying statutory violation does not provide the plaintiff with a private right of action. *See Manser v. Serra Foothills Public Utility Dist.* (E.D. Cal. 2008) 2008 WL 5114619, at * 7; *Kasky v. Nike, Inc.*, 27 Cal. App. 4th 832, 839 (2002).

Unfair Conduct

185. As set forth herein, DEFENDANTS engaged in a pattern of unfair and unlawful business practices with respect to PLAINTIFFS’ employment at DEFENDANTS in violation of *California Business and Professions* section 17200, *et seq.*

186. DEFENDANTS violated the “unfair prong” of *California Business and Professions* section 17200, *et seq.* by engaging in the following, wrongful, improper, and unfair conduct:

- a. DEFENDANTS unfairly failed to pay PLAINTIFFS minimum wages due;
- b. DEFENDANTS unfairly failed to pay PLAINTIFFS overtime wages due;
- c. DEFENDANTS unfairly denied PLAINTIFFS meal periods, and failed to pay PLAINTIFFS the additional hour at PLAINTIFFS’ regular rates for denying the meal periods;

1 d. DEFENDANTS unfairly denied PLAINTIFFS rest periods, and failed to pay PLAINTIFFS
2 the additional hour at PLAINTIFFS' regular rate for denying the rest periods; and

3 e. DEFENDANTS unfairly failed to indemnify PLAINTIFFS for the expenses incurred in
4 discharging PLAINTIFFS' duties for DEFENDANTS.

5 187. DEFENDANTS' conduct also violated the "unfair" prong of the UCL because the utility of
6 DEFENDANTS' actions and/or omissions was significantly outweighed by the gravity of the
7 harm that it imposed on employees.

8 188. Further, the public is led to believe that DEFENDANTS provides a fair, safe, and legally
9 sufficient work environment for their employees and complies with California laws governing
10 Labor and Employment issues, despite the fact that both of these impressions are untrue.
11 DEFENDANTS' pattern of wrongful, improper, and unlawful business practices is injurious to
12 DEFENDANTS' employees and consumers alike.

13 **Unlawful Conduct**

14 189. "Unlawful" conduct under *California Business and Professions* section 17200, *et seq.* is any
15 practices forbidden by law, whether civil or criminal, federal or state, or municipal, statutory,
16 regulatory, or court made. *See Farmers Ins. Exchange v. Super. Ct.*, 2 Cal.4th 377, 383 (1992).

17 190. By proscribing 'any unlawful' business practice, *California Business and Professions* section
18 17200, *et seq.* 'borrows' violations of other laws and treats them as unlawful practices that the
19 UCL makes independently actionable. *See Blanks v. Shaw*, 171 Cal. App. 4th 336, 363-64
20 (2009); *Schnall v. Hertz Corp.*, 78 Cal. App. 4th 1144, 1153 (2000).

21 191. DEFENDANTS violated the "unlawful" prong of *California Business and Professions* section
22 17200, *et seq.* as follows:

- 23 a. Violations of *Cal. Labor Code* § 1194;
- 24 b. Violations of Section 4 of *Cal. Code Regs.* tit. 8 § 11040;
- 25 c. Violations of *Cal. Labor Code* § 510;
- 26 d. Violations of Section 3 of *Cal. Code Regs.* tit. 8 § 11040;
- 27 e. Violations of *Cal. Labor Code* § 512;
- 28 f. Violations of Section 11 of *Cal. Code Regs.* tit. 8 § 11040;

- g. Violations of *Cal. Labor Code* § 226.7;
- h. Violations of Section 12 of *Cal. Code Regs.* tit. 8 § 11040;
- i. Violations of *Cal. Labor Code* § 2802; and
- j. Violations of Section 9 of *Cal. Code Regs.* tit. 8 § 11040.

192. The violation of these laws serves as unlawful predicate acts which have resulted in injury in fact and loss of money and property to PLAINTIFFS for purposes of *Business and Professions Code* sections 17200, *et seq.*

193. PLAINTIFFS are entitled to restitutionary damages which constitutes or results from all unpaid wages, the additional hours of pay at PLAINTIFFS' regular rate for DEFENDANTS' failure to provide meal and rest periods as well as, costs and/or necessary expenses incurred in discharging PLAINTIFFS' duties for DEFENDANTS.

TENTH CAUSE OF ACTION

Violations of / Civil Penalties Pursuant to *Cal. Lab. Code* § 2698, *et seq.* (Against All DEFENDANTS)

194. PLAINTIFFS re-allege and incorporate all preceding paragraphs as though fully set forth herein.

195. At all times relevant herein, *California Labor Code* § 2698, *et seq.* are and were in full force and effect and are binding on DEFENDANTS.

196. "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3." *Cal. Lab. Code* § 2699(a).

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1 197. “For all provisions of this code except those for which a civil penalty is specifically
2 provided, there is established a civil penalty for a violation of these provisions, as follows: . . .
3 If, at the time of the alleged violation, the person employs one or more employees, the civil
4 penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
5 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
6 each subsequent violation.” *Id.* at (f)(2).

7 198. “Any employee who prevails in any action shall be entitled to an award of reasonable attorney’s
8 fees and costs, including any filing fee paid pursuant to subparagraph (B) of paragraph (1) of
9 subdivision (a) or subparagraph (B) of paragraph (1) of subdivision (c) of Section 2699.3.” *Id.*
10 at (g)(1).

11 199. “Nothing in this part shall operate to limit an employee’s right to pursue or recover other
12 remedies available under state or federal law, either separately or concurrently with an action
13 taken under this part.” *Id.* at 2699(g).

14 200. On July 24, 2024, PLAINTIFFS sent a written PAGA notice by USPS first-class certified mail
15 to all DEFENDANTS notifying them of the specific violations set forth therein and herein, and
16 the facts and theories supporting the violations. (*See* Exh. 1.)

17 201. On July 24, 2024, PLAINTIFFS submitted the PAGA notice electronically to the LWDA.

18 202. The LWDA provided no notice of investigation to PLAINTIFF within the statutorily required
19 period of time following the July 24, 2024 notice. As of the date of this complaint, the LWDA
20 has provided no notice of investigation to PLAINTIFFS.

21 203. Thus, PLAINTIFFS can commence this civil action pursuant to *California Labor Code* section
22 2698, *et. seq.*

23 204. At all times relevant herein, *California Labor Code* sections 1182.12, 1197 and 1197.1 are and
24 were in full force and effect and are binding on DEFENDANTS.

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1 205. “For any employer who employs 26 or more employees, the minimum wage shall be as follows:
2 (A) From January 1, 2017, to December 31, 2017, inclusive,—ten dollars and fifty cents
3 (\$10.50) per hour. (B) From January 1, 2018, to December 31, 2018, inclusive,—eleven dollars
4 (\$11) per hour. (C) From January 1, 2019, to December 31, 2019, inclusive,—twelve dollars
5 (\$12) per hour. (D) From January 1, 2020, to December 31, 2020, inclusive,—thirteen dollars
6 (\$13) per hour. (E) From January 1, 2021, to December 31, 2021, inclusive,—fourteen dollars
7 (\$14) per hour. (F) From January 1, 2022, and until adjusted by subdivision (c)—fifteen dollars
8 (\$15) per hour.” *Cal. Labor Code* § 1182.12.

9 206. “For any employer who employs 25 or fewer employees, the minimum wage shall be as
10 follows: (A) From January 1, 2018, to December 31, 2018, inclusive,—ten dollars and fifty
11 cents (\$10.50) per hour. (B) From January 1, 2019, to December 31, 2019, inclusive,—eleven
12 dollars (\$11) per hour. (C) From January 1, 2020, to December 31, 2020, inclusive,—twelve
13 dollars (\$12) per hour. (D) From January 1, 2021, to December 31, 2021, inclusive,—thirteen
14 dollars (\$13) per hour. (E) From January 1, 2022, to December 31, 2022, inclusive,—fourteen
15 dollars (\$14) per hour. (F) From January 1, 2023, and until adjusted by subdivision (c)—fifteen
16 dollars (\$15) per hour.” *Id.*

17 207. “The minimum wage for employees fixed by the commission or by any applicable state or local
18 law, is the minimum wage to be paid to employees, and the payment of a lower wage than the
19 minimum so fixed is unlawful. This section does not change the applicability of local minimum
20 wage laws to any entity.” *Id.* at 1197.

21 208. “Any employer or other person acting either individually or as an officer, agent, or employee of
22 another person, who pays or causes to be paid to any employee a wage less than the minimum
23 fixed by an applicable state or local law, or by an order of the commission shall be subject to a
24 civil penalty, restitution of wages, liquidated damages payable to the employee, and any
25 applicable penalties imposed pursuant to Section 203” *Id.* at 1197.1(a).

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1 209. “For any initial violation that is intentionally committed, one hundred dollars (\$100) for each
2 underpaid employee for each pay period for which the employee is underpaid. This amount
3 shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages
4 pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.” *Id.*
5 at 1197.1(a)(1).

6 210. “For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250)
7 for each underpaid employee for each pay period for which the employee is underpaid
8 regardless of whether the initial violation is intentionally committed. This amount shall be in
9 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to
10 Section 1194.2, and any applicable penalties imposed pursuant to Section 203.” *Id.* at
11 1197.1(a)(2).

12 211. “Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203,
13 recovered pursuant to this section shall be paid to the affected employee.” *Id.* at 1197.1(a)(3).

14 212. As set forth herein, PLAINTIFFS and all other AGGRIEVED EMPLOYEES were victims of
15 DEFENDANTS’ violations of *California Labor Code* sections 1194, 1194.2, 1197 and 1182.12,
16 as well as, Section 4 of the applicable IWC Wage Order during each relevant pay period, and in
17 at least one pay period.

18 213. Beginning January 1, 2016 *California Labor Code* section 558 is and was in full force and
19 effect and is binding on DEFENDANTS.

20 214. “Any employer or other person acting on behalf of an employer who violates, or causes to be
21 violated, a section of this chapter or any provision regulating hours and days of work in any
22 order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: For
23 any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
24 which the employee was underpaid in addition to an amount sufficient to recover underpaid
25 wages. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee
26 for each pay period for which the employee was underpaid in addition to an amount sufficient to
27 recover underpaid wages.” *Id.* at 558(a)(1)-(2).

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1 215. “The civil penalties provided for in this section are in addition to any other civil . . . penalty
2 provided by law.” *Id.* at (d).

3 216. As set forth herein, PLAINTIFFS and all other AGGRIEVED EMPLOYEES were victims of
4 DEFENDANTS’ violations of *California Labor Code* sections 510, 512 and 226.7, as well as,
5 Section 3 of the applicable IWC Wage Order during each relevant pay period, and in at least
6 one pay period.

7 217. At all times relevant herein, *California Labor Code* sections 204 and 210 were and are in full
8 force and effect and binding on DEFENDANTS.

9 218. “All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by
10 any person in any employment are due and payable twice during each calendar month, on days
11 designated in advance by the employer as the regular paydays.” *Cal. Lab. Code* § 204.

12 219. “In addition to, and entirely independent and apart from, any other penalty provided in this
13 article, every person who fails to pay the wages of each employee as provided in Sections
14 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as
15 follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
16 employee. (2) For each subsequent violation, or any willful or intentional violation, two
17 hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
18 unlawfully withheld.” *Id.* at 210.

19 220. As set forth herein, all AGGRIEVED EMPLOYEES were victims of DEFENDANTS’
20 violations of *California Labor Code* sections 226.7 and 512, thus, 204, as well as, the applicable
21 IWC Wage Order during each relevant pay period, and in at least one pay period. Accordingly,
22 DEFENDANTS owe Section 210 civil penalties to the *State of California and any and all*
23 *AGGRIEVED EMPLOYEES* for each pay relevant period, and in at least one pay period for
24 its/their violations of *California Labor Code* sections 226.7 and 512, thus, 204.

25 221. At all times relevant herein, *California Labor Code* § 226.3 are and were in full force and effect
26 and is binding on DEFENDANTS.

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1 222. “Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in
2 the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation
3 and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for
4 which the employer fails to provide the employee a wage deduction statement or fails to keep
5 the records required in subdivision (a) of Section 226. The civil penalties provided for in this
6 section are in addition to any other penalty provided by law.” *Cal. Lab. Code* § 226.3.

7 223. As set forth herein, PLAINTIFFS and all other AGGRIEVED EMPLOYEES were victims of
8 DEFENDANTS violations of *California Labor Code* section 226, as well as, the applicable
9 IWC Wage Order during each relevant pay period, and in at least one pay period.

10 224. At all times relevant herein, *California Labor Code* sections 1174 and 1174.5 are and were in
11 full force and effect and are binding on DEFENDANTS.

12 225. “Every person employing labor in this state shall: . . . Keep, at a central location in the state or
13 at the plants or establishments at which employees are employed, payroll records showing the
14 hours worked daily by and the wages paid to . . .” *Cal. Lab. Code* § 1174(d).

15 226. “Any person employing labor who willfully fails to maintain the records required by
16 subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of
17 Section 1174, or to allow any member of the commission or employees of the division to
18 inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of
19 five hundred dollars (\$500).” *Id.* at 1174.5.

20 227. As set forth herein, PLAINTIFFS and all other AGGRIEVED EMPLOYEES were victims of
21 DEFENDANTS’ violations of *California Labor Code* section 1174 as well as, the applicable
22 IWC Wage Order during each relevant pay period, and in at least one pay period.

23 228. At all times relevant herein, *California Labor Code* sections 201, 202 and 208 are and were in
24 full force and effect and are binding on DEFENDANTS.

25 229. “If an employer discharges an employee, the wages earned and unpaid at the time of discharge
26 are due and payable immediately.” *Cal. Lab. Code* § 201(a).

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1 230. "If an employee not having a written contract for a definite period quits his or her employment,
2 his or her wages shall become due and payable not later than 72 hours thereafter, unless the
3 employee has given 72 hours previous notice of his or her intention to quit, in which case the
4 employee is entitled to his or her wages at the time of quitting. Notwithstanding any other
5 provision of law, an employee who quits without providing a 72-hour notice shall be entitled to
6 receive payment by mail if he or she so requests and designates a mailing address. The date of
7 the mailing shall constitute the date of payment for purposes of the requirement to provide
8 payment within 72 hours of the notice of quitting." *Id.* at 202(a).

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

13 232. At the time PLAINTIFFS' employment ended, DEFENDANTS willfully failed to pay
14 PLAINTIFFS all wages earned and owing to PLAINTIFFS within the statutorily required time.

15 233. And PLAINTIFFS are informed and believe and thereon allege that all AGGRIEVED
16 EMPLOYEES who were terminated or resigned were also victim of DEFENDANTS' violations
17 of *California Labor Code* sections 201 or 202, plus 203 and 208.

18 234. At all times relevant herein, *California Labor Code* section 1198 is and was in full force and
19 effect and is binding on DEFENDANTS.

20 235. "The maximum hours of work and the standard conditions of labor fixed by the commission
21 shall be the maximum hours of work and the standard conditions of labor for employees. The
22 employment of any employee for longer hours than those fixed by the order or under conditions
23 of labor prohibited by the order is unlawful." *Cal. Lab. Code* § 1198.

24 236. As set forth herein, DEFENDANTS employed PLAINTIFFS and all other AGGRIEVED
25 EMPLOYEES for longer hours than those fixed by the order and/or under conditions of labor
26 prohibited by the applicable IWC Wage Order. Accordingly, DEFENDANTS' actions were
27 unlawful and in violation of *California Labor Code* section 1198 during each relevant pay
28 period, and in at least one pay period.

1 237. At all times relevant herein, *California Labor Code* section 1199 is and was in full force and
2 effect and is binding on DEFENDANTS.

3 238. “Every employer or other person acting either individually or as an officer, agent, or employee
4 of another person is . . . punishable by a fine of not less than one hundred dollars (\$100) . . .
5 who does any of the following: (a) Requires or causes any employee to work for longer hours
6 than those fixed, or under conditions of labor prohibited by an order of the commission.
7 (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by an order
8 of the commission. (c) Violates or refuses or neglects to comply with any provision of this
9 chapter or any order or ruling of the commission.” *Id.* at 1199.

10 239. As set forth herein, DEFENDANTS required or caused PLAINTIFFS and AGGRIEVED
11 EMPLOYEES to work for longer hours than those fixed, or under conditions of labor prohibited
12 by an order of the commission, DEFENDANTS paid or caused to be paid to PLAINTIFFS and
13 AGGRIEVED EMPLOYEES a wage less than the minimum fixed by an order of the
14 commission, and DEFENDANTS refused or neglected to comply with provisions of this
15 chapter or any order or ruling of the commission. All DEFENDANTS’ preceding actions were
16 in violation of *California Labor Code* section 1199 and took place during each relevant pay
17 period, and in at least one pay period.

18 240. At all times relevant herein, *California Labor Code* sections 207, 246 and 247 were and are in
19 full force and effect and is binding on DEFENDANTS.

20 241. “Every employer shall keep posted conspicuously at the place of work, if practicable, or
21 otherwise where it can be seen as employees come or go to their places of work, or at the office
22 or nearest agency for payment kept by the employer, a notice specifying the regular pay days
23 and the time and place of payment, in accordance with this article.” *Cal. Lab. Code* § 207.

24 242. “An employee who, on or after July 1, 2015, works in California for the same employer for 30
25 or more days within a year from the commencement of employment is entitled to paid sick days
26 as specified in this section.” *Id.* at 246(a)(1).

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1 243. “An employee shall accrue paid sick days at the rate of not less than one hour per every 30
2 hours worked, beginning at the commencement of employment or the operative date of this
3 article, whichever is later, subject to the use and accrual limitations set forth in this section.” *Id.*
4 at (b)(1). “An employee shall be entitled to use accrued paid sick days beginning on the 90th
5 day of employment, after which day the employee may use paid sick days as they are accrued.”
6 *Id.* at (c).

7 244. “Accrued paid sick days shall carry over to the following year of employment. However, an
8 employer may limit an employee's use of accrued paid sick days to 24 hours or three days in
9 each year of employment, calendar year, or 12-month period. This section shall be satisfied and
10 no accrual or carryover is required if the full amount of leave is received at the beginning of
11 each year of employment, calendar year, or 12-month period. The term ‘full amount of leave’
12 means three days or 24 hours. An employer shall provide an employee with written notice that
13 sets forth the amount of paid sick leave available, or paid time off leave an employer provides in
14 lieu of sick leave, for use on either the employee's itemized wage statement described in
15 Section 226 or in a separate writing provided on the designated pay date with the employee's
16 payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off
17 to an employee, the employer may satisfy this section by indicating on the notice or the
18 employee's itemized wage statement ‘unlimited.’ The penalties described in this article for a
19 violation of this subdivision shall be in lieu of the penalties for a violation of Section 226. This
20 subdivision shall apply to employers covered by Wage Order 11 or 12 of the Industrial Welfare
21 Commission only on and after January 21, 2016.” *Id.* at (i).

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1 245. “(1) For the purposes of this section, an employer shall calculate paid sick leave using any of the
2 following calculations: (1) Paid sick time for nonexempt employees shall be calculated in the
3 same manner as the regular rate of pay for the workweek in which the employee uses paid sick
4 time, whether or not the employee actually works overtime in that workweek. (2) Paid sick
5 time for nonexempt employees shall be calculated by dividing the employee's total wages, not
6 including overtime premium pay, by the employee's total hours worked in the full pay periods
7 of the prior 90 days of employment. (3) Paid sick time for exempt employees shall be
8 calculated in the same manner as the employer calculates wages for other forms of paid leave
9 time.” *Id.* at (1)(1)-(3).

10 246. “(a) In each workplace of the employer, the employer shall display a poster in a conspicuous
11 place containing all the information specified in subdivision (b). The Labor Commissioner shall
12 create a poster containing this information and make it available to employers. (b) The poster
13 shall state all of the following:(1) An employee is entitled to accrue, request, and use paid sick
14 days. (2) The amount of sick days provided for by this article. (3) The terms of use of paid sick
15 days.” *Id.* at 247(a)-(b)(1)-(3).

16 247. As set forth herein, PLAINTIFFS and all other AGGRIEVED EMPLOYEES were victims of
17 DEFENDANTS violations of *California Labor Code* sections 207, 246 and 247 during each
18 relevant pay period, and in at least one pay period.

19 **CORPORATE DEFENDANTS’ CIVIL PENALTIES**

20 248. As detailed herein, PLAINTIFFS and any and all AGGRIEVED EMPLOYEES were victims of
21 CORPORATE DEFENDANTS’ violations of the following *California Labor Code* sections:
22 1194; 1194.2; 510; 512; 226.7; 2802; 226; 201; 202; 203; 208; 207; 246; and 247, as well as,
23 Sections 3, 4, 7, 9, 11 and 12 of the applicable IWC Wage Order.

24 249. Based on the just-listed violations, CORPORATE DEFENDANTS also violated the following
25 *California Labor Codes* sections: 1197; 1182.12; 1198; 1199; 204; 1174; and 558.1, as well as,
26 the applicable IWC Wage Order.

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250. Based on all CORPORATE DEFENDANTS' herein-detailed violations, CORPORATE DEFENDANTS owe PLAINTIFFS, and the State of California civil penalties under to the following *California Labor Code* sections: 1197.1; 558; 226.3; 1174.5; and 2699(f)(1)-(2).

251. Based on all CORPORATE DEFENDANTS' herein-detailed violations, CORPORATE DEFENDANTS owe the AGGRIEVED EMPLOYEES, and the State of California civil penalties under the following *California Labor Code* sections: 1197.1; 558; 210 (based on DEFENDANTS' violations of Sections 512 and 226.7); 226.3; 1174.5; and 2699(f)(1)-(2).

INDIVIDUAL DEFENDANTS' CIVIL PENALTIES

252. PLAINTIFFS re-allege and incorporate all preceding paragraphs as though fully set forth herein.

253. Beginning January 1, 2016 *California Labor Code* section 558.1 is and was in full force and effect and is binding on INDIVIDUAL DEFENDANTS. And at all times relevant herein, *California Labor Code* section 1197.1 is and was in full force and effect and is binding on INDIVIDUAL DEFENDANTS.

254. "Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." *Cal. Lab. Code* § 558.1(a). "Nothing in this section shall be construed to limit the definition of employer under existing law." *Id.* at 558.1(c).

255. "For purposes of this section, the term "other person acting on behalf of an employer" is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term "managing agent" has the same meaning as in subdivision (b) of Section 3294 of the Civil Code." *Id.* at (b).

256. "Nothing in this section shall be construed to limit the definition of employer under existing law." *Id.* at (c).

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1 257. “Any employer or other person acting either individually or as an officer, agent, or employee of
2 another person, who pays or causes to be paid to any employee a wage less than the minimum
3 fixed by an applicable state or local law, or by an order of the commission shall be subject to a
4 civil penalty” *Id.* at 1197.1(a). “For any initial violation that is intentionally committed,
5 one hundred dollars (\$100) for each underpaid employee for each pay period for which the
6 employee is underpaid. *Id.* at (a)(1).

7 258. As detailed herein, INDIVIDUAL DEFENDANTS violate/d, and/or cause/d to be violated the
8 provision regulating minimum wages or hours and days of work in the applicable IWC Wage
9 Order and *California Labor Code* sections 203, 226, 226.7, 1194, 510, 512 and 2802.
10 PLAINTIFFS and all other AGGRIEVED EMPLOYEES were victim of the just-listed
11 violations in all pay periods and in at least one pay period.

12 259. Based on the just-listed violations, INDIVIDUAL DEFENDANTS also violated the following
13 *California Labor Codes* sections: 1197; 1182.12; 1198; 1199; 204; 1174; and 558.1, as well as,
14 the applicable IWC Wage Order.

15 260. Based on all INDIVIDUAL DEFENDANTS’ herein-detailed violations, INDIVIDUAL
16 DEFENDANTS owe PLAINTIFFS, and the State of California civil penalties under the
17 following *California Labor Code* sections: 1197.1; 558; 226.3; 1174.5; and 2699(f)(1)-(2).

18 261. Based on all INDIVIDUAL DEFENDANTS’ herein-detailed violations, INDIVIDUAL
19 DEFENDANTS owe the AGGRIEVED EMPLOYEES, and State of California civil penalties
20 under the following *California Labor Code* sections: 1197.1; 558; 210 (based on
21 DEFENDANTS’ violations of Sections 512 and 226.7); 226.3; 1174.5; and 2699(f)(1)-(2).

22 262. PLAINTIFFS pray that the Court award all civil penalties for PLAINTIFFS, all AGGRIEVED
23 EMPLOYEES and the State of California, as well as, reasonable attorney’s fees and costs
24 incurred in this action, and any filing fee paid in this action based on DEFENDANTS’ herein-
25 detailed violations of the *California Labor Code* and the applicable IWC Wage Order.

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PRAYERS FOR RELIEF

WHEREFORE, Plaintiff ALMA RIVERA and Plaintiff JESSICA MOTTO-WHEELER pray for judgment for Plaintiff ALMA RIVERA and Plaintiff JESSICA MOTTO-WHEELER against Defendant RONALD REAGAN CHARTER SCHOOL ALLIANCE, Defendant SYCAMORE ACADEMY OF SCIENCE AND CULTURAL ARTS FOUNDATION, INC., Defendant BARBARA HALE, and DOES 1 through 25 as follows:

1. All actual, consequential and incidental financial losses, unpaid wages, unpaid liquidated damages, unpaid statutory penalties, all relief allowed under the *California Labor Code*, restitution and all recoverable special damages, together with pre-judgment interest in an amount according to proof, but not less than \$400,000.00;
2. Additional compensatory and/or general damages according to proof;
3. Reasonable attorney's fees, and costs of suit, according to proof, but not less than \$250,000.00;
4. Post-judgment interest pursuant to any applicable provision of law according to proof;
5. Any and all costs and fees incurred as a result of this action according to proof;
6. Injunctive relief; and
7. Any additional, further relief as the Court deems proper.

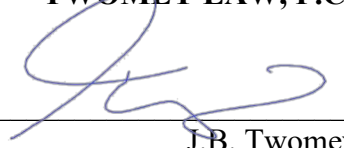
WHEREFORE, Plaintiff ALMA RIVERA and Plaintiff JESSICA MOTTO-WHEELER pray for judgment for (1) Plaintiff ALMA RIVERA and Plaintiff JESSICA MOTTO-WHEELER as AGGRIEVED EMPLOYEES, (2) all other AGGRIEVED EMPLOYEES and (2) the State of California against Defendant RONALD REAGAN CHARTER SCHOOL ALLIANCE, Defendant SYCAMORE ACADEMY OF SCIENCE AND CULTURAL ARTS FOUNDATION, INC., Defendant BARBARA HALE, and DOES 1 through 25 as follows:

1. All civil penalties and relief allowed under the *California Labor Code* according to proof but not less than \$5,000,000.00;
2. Reasonable attorney's fees, and costs of suit, according to proof, but not less than \$2,000,000.00;
3. Post-judgment interest pursuant to any applicable provision of law according to proof;

- 1 4. Any and all costs and fees incurred as a result of this action according to proof; and
2 5. Any additional, further relief as the Court deems proper.

3
4 Dated: October 21, 2024

TWOMEY LAW, P.C.

5
6 BY: 

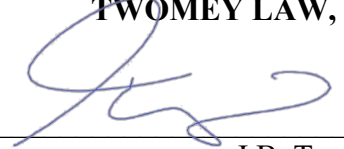
J.B. Twomey
Attorney for Plaintiffs,
ALMA RIVERA and
JESSICA MOTTO-WHEELER

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10 **DEMAND FOR JURY TRIAL**

11 ALMA RIVERA and JESSICA MOTTO-WHEELER hereby demand a trial by jury for all
12 causes of action set forth herein that are entitled to a trial by jury.

13
14 Dated: October 21, 2024

TWOMEY LAW, P.C.

15
16 BY: 

J.B. Twomey
Attorney for Plaintiff,
ALMA RIVERA and
JESSICA MOTTO-WHEELER

EXHIBIT 1

[illegible]

Fax: 818.937.6897

of 2004, codified in *California Labor Code* 2698, *et seq.* (hereinafter referred to as “PAGA”). Herein, the (a) use of the singular, includes the plural, and vice versa; (b) use of one gender includes all others, appropriate in context; and (3) use of past tense, includes the present, and vice versa.

Ronald Reagan Charter School Alliance, and Sycamore Academy of Science and Cultural Arts Foundation, Inc. are California corporations doing business in the State of California in the Counties of Riverside and San Bernardino. Ronald Reagan Charter School Alliance is the governing board for Sycamore Academy of Science and Cultural Arts Foundation, Inc. Hereinafter, Ronald Reagan Charter School Alliance, Sycamore Academy of Science and Cultural Arts Foundation, Inc. and DOES 1 through 25 are collectively referred to as “CORPORATE DEFENDANTS.” During all times relevant, the natural person, Matthew Roberson, is/was the CEO of both CORPORATE DEFENDANTS. During all times relevant, the natural person, Daniel Leavitt, is/was the CEO of both CORPORATE DEFENDANTS. The CORPORATE DEFENDANTS also share the same addresses and the same agent for service of process.

During all times relevant, the natural person, Barbara Hale, is/was the Executive Director of both CORPORATE DEFENDANTS, and controlled all CORPORATE DEFENDANTS’ policies, procedures and conditions of employment, including but not limited to those for wages and hours, under which PLAINTIFFS and any and all of DEFENDANTS’ current and former non-exempt California employees were/are employed and paid. Hereinafter, Barbara Hale, and DOES 1 through 25 are collectively referred to as “INDIVIDUAL DEFENDANTS.”

Hereinafter, CORPORATE DEFENDANTS, INDIVIDUAL DEFENDANTS and DOES 1 through 25 are collectively referred to as “DEFENDANTS.”

Hereinafter, any and all of DEFENDANTS’ current and former non-exempt California employees, including PLAINTIFFS, working at, for, or out of any and all of DEFENDANTS’ California campuses/offices/locations, including but not limited to the “Wildomar” campus located at 23151 Palomar St, Murrieta, CA 92562, and the Chino campus located at 13000 Pipeline Ave, Chino, CA 91710 are collectively referred to as “AGGRIEVED EMPLOYEES.”

PLAINTIFFS are informed and believe and thereon allege that DEFENDANTS have and are violating, and/or is/are causing violations of, and/or owe civil penalties pursuant to, the following *California Labor Code* sections: 2810.5; 207; 1197; 1182.12; 1194; 1194.2; 1197.1; 510; 512; 226.7; 558; 1198; 1199; 204; 210; 226; 226.3; 1174; 1174.5; 246; 247; 226(c); 1198.5; 2802; 201; 202; 203; 208; 558.1; and 2699(f)(2).

Similarly, DEFENDANTS have and are violating, and/or is/are causing violations of IWC Wage Order Number 4-2001 (codified in *California Code of Regulations* tit. 8 Section 11040), *i.e.*, the applicable IWC Wage Order based on DEFENDANTS’ business industry. Reference to the “applicable IWC Wage Order” is also reference to the applicable Section found in *California Code of Regulations* tit. 8 Section 11040 and vice versa. Accordingly, DEFENDANTS owe(s), *inter alia*, civil penalties under the PAGA. PLAINTIFFS implores California’s Labor and Workforce Development Agency (hereinafter referred to as “LWDA”) to investigate DEFENDANTS’ herein-detailed violations of the *California Labor Code* and the applicable IWC Wage Order, as well as, any others that PLAINTIFFS and any and all AGGRIEVED EMPLOYEES were/are victim of/subject(ed) to by DEFENDANTS.

PLAINTIFFS are informed and believe and based thereupon alleges that at all relevant times herein mentioned each DEFENDANTS and DOES 1 through 25, inclusive, were the agents, servants and/or employees, partner, predecessor-in-interest, successor-in-interest, beneficiary, executor, fictitious business name, trustee, subsidiary, related/affiliated entity, assignee, assignor, legal representative, general administrator, member, co-conspirator, co-employer, integrated enterprise/employer and/or joint venturer or occupied other relationships with each of the other named DEFENDANTS and at all times herein mentioned acted within the course and scope of said agency and/or employment and/or other relationship and each other DEFENDANTS has/have ratified, consented to, had actual and/or constructive knowledge of, was bound by, approved or, and/or failed to prevent the acts of its agents, employees, predecessor-in-interest, successor-in-interest, trustees, trustors, and/or representatives, and that each actively, passively, acquiesced, participated in, allowed, aided and abetted, assisted, acted, or failed to act, with one another in the commission of the wrongdoing alleged in this notice.

FACTS

PLAINTIFF ALMA was hired by DEFENDANTS as a non-exempt office assistant/clerk at their Chino campus in or around July 2019, paying her an hourly wage. PLAINTIFF JESSICA was hired by DEFENDANTS as a non-exempt sub-mentor/teacher assistant office assistant/clerk at their Wildomar campus in or around October 2016, paying her an hourly wage.

Upon PLAINTIFFS' hirings, DEFENDANTS failed to provide PLAINTIFFS and any and all AGGRIEVED EMPLOYEES written notices containing (a) the rate or rates of pay and basis thereof, (b) any allowances claimed as part of the minimum wage, including meal or lodging allowances, (c) the regular payday designated by DEFENDANTS, (d) DEFENDANTS' name, including any and all of its "doing business as" names, (e) the physical address of DEFENDANTS' main office / principal place of business / mailing address, (f) DEFENDANTS' telephone number, (g) the name, address, and telephone number of DEFENDANTS' workers' compensation insurance carrier, and (h) information about PLAINTIFFS and any and all AGGRIEVED EMPLOYEES accruing and using sick leave; and having the right to request and use accrued paid sick leave without fear of being terminated or retaliated against for using or requesting the use of accrued paid sick leave, and that PLAINTIFFS and any and all AGGRIEVED EMPLOYEES have the right to file a complaint against DEFENDANTS if DEFENDANTS retaliates. PLAINTIFFS are informed and believe, and thereon alleges, DEFENDANTS also fails to provide any and all newly-hired AGGRIEVED EMPLOYEES written notices containing the preceding information. Similarly, when DEFENDANTS made any changes to the above-listed information, it further failed to notify PLAINTIFFS and any and all AGGRIEVED EMPLOYEES of those changes within seven calendar days after the changing by notice, other writing or by a timely furnished itemized wage statement.

DEFENDANTS also failed to keep posted conspicuously at its/their place of work, or at any other place where it could be seen by PLAINTIFFS and all AGGRIEVED EMPLOYEES, a notice specifying its/their regular pay days and the time and place of payment to PLAINTIFFS and all AGGRIEVED EMPLOYEES.

At the time of PLAINTIFF ALMA's hiring, she worked alongside another person also having the title, office assistant/clerk. However, within several months of PLAINTIFF ALMA's hiring, that employee transitioned into another role with DEFENDANTS; specifically, that of campus mentor. Accordingly, just several months into PLAINTIFF ALMA's hiring, she was

juggling/required to perform all of DEFENDANTS' non-exempt office duties and more, and did so throughout the entirety of her employment with DEFENDANTS. In or around July 2019, PLAINTIFF JESSICA transitioned into the role of office assistant/clerk.

With each passing day during the entirety of PLAINTIFFS' employment, the number and assortment of non-exempt duties DEFENDANTS required them to perform on and off DEFENDANTS' campuses never ceased expanding. Throughout the entirety of PLAINTIFFS' employment within DEFENDANTS' offices, their duties included but were not limited to that of receptionist (*i.e.*, answering all phone calls made to the school), ordering supplies, passing out supplies, enrollment, back office data compiling, student club sign-ups, assigning email addresses, printing report cards, logging permission slips, maintaining calendars, any and all types of teacher and staff support, assigning students to the DEFENDANTS' various teachers, logging students' attendance, maintaining cumulative files for students, scheduling student conferences, scheduling parent/teacher meetings/conferences, and scheduling board meetings.

Furthermore, throughout the entirety of PLAINTIFFS' employment, their duties were not limited to the four corners of DEFENDANTS' offices; rather, they acted as DEFENDANTS' utility players; Swiss Army tools, wearing many hats, and plugging all holes by performing any non-exempt duties and functions within and well outside their intended role at DEFENDANTS' campuses. As examples, during PLAINTIFFS' employment, DEFENDANTS called upon one and/or both of them to (a) perform janitorial duties, *i.e.*, cleaning restrooms, and/or other messes occurring at the schools, (b) travel to DEFENDANTS' storage facility bringing/moving various things/supplies between campuses and the storage facility using her/their personal vehicle(s), (c) travel back and forth between DEFENDANTS' Chino and Wildomar campuses to pick-up/deliver supplies/food/support using her/their personal vehicle(s), (d) travel to various stores to purchase supplies for DEFENDANTS using her/their personal vehicle(s), (e) travel to various restaurants to pick-up meals for board meetings using her/their personal vehicle(s), (f) travel to various vendors to pick-up coffee and other refreshments for DEFENDANTS' various events, as an example, "Coffee with the Principal," using her/their personal vehicle(s), (g) attend DEFENDANTS' various on and off-campus events (after school history science and art projects/festivals) outside of their regularly scheduled worktimes, (h) remain on campus outside of their regularly scheduled worktimes with students when students' parents were late picking them up, and (i) perform administrative functions, such as procuring substitute teachers when an unexpected call-out occurred, and/or working on various projects at home / away from DEFENDANTS' campuses (1) before and after their regularly scheduled worktimes during the workdays, and (2) on Saturday and Sunday.

The preceding non-exhaustive list of duties and functions DEFENDANTS required PLAINTIFFS to perform / undertake resulted in PLAINTIFFS working more than 8 hours in any given day (and at times more than 12 hours in any given day), more than 40 hours in any given workweek, and working up to 7 days her week, at times more than 8 hours on of the 7th day. Accordingly, PLAINTIFFS were earning, and DEFENDANTS were required to pay them overtime wages, both time and one half and double their regular rates of pay. However, DEFENDANTS only paid PLAINTIFFS some, but not all the wages they earned during each pay period, by ignoring (thus, not paying them for) all the time they spent performing duties (a) before and after their regularly scheduled worktimes during the week, and (b) during their weekends. The preceding resulted in DEFENDANTS willfully failing to pay PLAINTIFFS California's prevailing minimum wage and/or their lawful overtime wages.

Also, because of the above non-exhaustive list of duties and functions DEFENDANTS required PLAINTIFFS to perform / undertake, DEFENDANTS failed to make uninterrupted 30 minute meal periods and 10 minute rest periods available to them. PLAINTIFFS were DEFENDANTS' utility players, Swiss Army tools, and plugged all holes, without back-up or secondary coverage. In short, DEFENDANTS made it impossible, thus, forbade PLAINTIFFS from taking anything resembling a meal and/or rest period. On top of DEFENDANTS' intentional failure to make meal periods available to PLAINTIFFS, DEFENDANTS instructed PLAINTIFFS to falsify their timekeeping records by noting that they in fact received timely, uninterrupted 30 minute meal periods each day they worked. This necessarily resulted in DEFENDANTS willfully failing to pay PLAINTIFFS additional time that they worked in violation of California's minimum and/or overtime wage laws, *i.e.*, on top of the above-detailed unpaid wages, DEFENDANTS willfully failed to pay PLAINTIFFS an additional 30 minutes of working time each day that they worked.

PLAINTIFFS were/are not the only victims of DEFENDANTS' above-described wage theft. Rather, it is DEFENDANTS' companywide policy and practice. DEFENDANTS paid/pay any and all their non-exempt California employees at each/all of their California campuses, *i.e.*, any and all AGGRIEVED EMPLOYEES some, but not all the wages they earn/ed during each pay period, by ignoring (thus, not paying them for) all the time they spent/spend performing duties, including off the clock work before and after their scheduled hours, as well as, failing to make 30 minute meal periods available to them, while instructing them to nevertheless falsify their timekeeping records by noting that they in fact received timely, uninterrupted 30 minute meal periods each day they worked, which necessarily results in DEFENDANTS willfully failing to pay them 30 minutes of working time each day that they worked in addition to any and all other off-the-clock work DEFENDANTS required of them.

Also, despite DEFENDANTS owing PLAINTIFFS and any and all of the AGGRIEVED EMPLOYEES one hour of pay at their regular rates for DEFENDANTS' companywide policy and practice of failing to make meal and rest periods available to them (thus, two hours during any given workday), it is also DEFENDANTS' companywide policy and practice of never paying PLAINTIFFS or any and all of the AGGRIEVED EMPLOYEES a single meal or rest period penalty/premium.

Because PLAINTIFFS' duties were ever-expanding as DEFENDANTS' utility players, and Swiss Army tools, PLAINTIFFS' compensable worktime also expanded. Thus, roughly one year into PLAINTIFF ALMA's employment with DEFENDANTS, and 3 or 4 months after transitioning PLAINTIFF JESSICA into their Wildomar office, DEFENDANTS changed their strategy from ignoring (thus, not paying PLAINTIFFS for) all the hours they worked to designating PLAINTIFFS as exempt and re-titling them as, "office manager." Thus, from roughly July 2019 through the end of PLAINTIFF ALMA's employment with DEFENDANTS on or around February 2, 2024, DEFENDANTS misclassified her as exempt and paid her a set salary regardless of the number of hours she worked in any given week. Similarly, from roughly July 2019 through the end of PLAINTIFF JESSICA's employment with DEFENDANTS on or around April 30, 2024, DEFENDANTS misclassified her as exempt and paid her a set salary regardless of the number of hours she worked in any given week.

PLAINTIFFS' titles changed, but PLAINTIFFS' duties/functions did not meet any of the tests for the three (3) exemptions as defined by the applicable IWC Wage Order. PLAINTIFFS' duties/functions of employment prove they were/are not employed in an administrative, executive,

or professional capacity as defined by the applicable IWC Wage Order. PLAINTIFFS are informed and believe and thereon allege, that any current or future “office manager” hired/designated by DEFENDANTS are not/will not be employed in an administrative, executive, or professional capacity as defined by the applicable IWC Wage Order because the nature of the role’s duties/functions. And to the extent any of PLAINTIFFS’/current/future office managers’ duties fall within any of the exemptions, they were/are never primarily engaged in these duties, thus, did/do not meet the test for any of the exemptions. The applicable IWC Wage Order defines “primarily” as “more than one-half the employee’s work time.” (See part (L) under section 2. DEFINITIONS in the applicable IWC Wage Order.)

PLAINTIFF ALMA estimates that during the first 3 or so years of her employment, she worked no less than between 10 to 12 hours per day, Monday through Friday. PLAINTIFF ALMA estimates that during the final year or so of her employment, she worked no less than 10 hours per day, Monday through Friday. PLAINTIFF ALMA estimates that during the entirety of her employment she worked no less than two-thirds (2/3rds) of all weekends, and during each of those weekends, she worked no less than between 10 to 11 hours. PLAINTIFF JESSICA estimates that before her final year or so of her employment, she worked no less than between 10.5 to 11.5 hours per day, Monday through Friday. PLAINTIFF JESSICA estimates that during the final year or so of her employment, she worked no less than 9.5 hours per day, Monday through Friday. PLAINTIFF JESSICA estimates that during the entirety of her employment she worked no less than 2.5 hours during all weekends.

DEFENDANTS’ unlawful company-wide policy and practice of misclassifying their so called “office managers” was in place for the sole purpose of stealing the PLAINTIFFS’/current/future office managers’ wages. Despite PLAINTIFFS’/current/future office managers working more than 8 hours during each workday, more than 40 hours during each workweek, and at times more than 12 hours in a workday, and at times more than 8 hours on a seventh (7th) consecutive workday, DEFENDANTS willfully fail/ed to paid/pay them a penny of the overtime wages they earn/ed. Instead, DEFENDANTS paid/pay the PLAINTIFFS’/current/future office managers’ a flat rate salary every two (2) weeks.

DEFENDANTS’ company-wide pattern and practice of willfully failing to pay PLAINTIFFS and all AGGRIEVED EMPLOYEES all wages they earned necessarily results in DEFENDANTS willfully failed/fail to furnish PLAINTIFFS and all AGGRIEVED EMPLOYEES itemized wage statements, or at best issues them inaccurate written explanations of pay that fail to meet the requirements set forth in California’s laws. The “wage statements,” if any, that DEFENDANTS furnish/ed to PLAINTIFFS and all AGGRIEVED EMPLOYEES’ fail to accurately show/evidence/contain/include (a) all forms of compensation earned, including the meal and rest period penalties/premiums due and owing (b) the accurate hours/miles/unit/rates associated with any and all forms of wages depicted within the written explanations, (c) gross and net wages earned, (d) the name and address of the employer, (e) the name and/or employee number(s), (f) the start and end dates of the period during which the compensation was earned, or (g) the amount of paid sick leave available.

Based on DEFENDANTS’ herein-detailed wage theft, DEFENDANTS also willfully fail/ed to pay PLAINTIFFS and all AGGRIEVED EMPLOYEES all wages they earn/ed twice during each calendar month, as well as, all wages owing within the statutorily required time, and place, after PLAINTIFFS’ resignations, or any one of the AGGRIEVED EMPLOYEES’ resignations, or termination from employment.

Not only did DEFENDANTS willfully fail to pay PLAINTIFFS all the herein-detailed unpaid minimum, overtime and meal and rest period wages within 72 hours of their resignations, but DEFENDANTS by and through INDIVIDUAL DEFENDANTS, willfully withheld lawfully earned wages, claiming that PLAINTIFFS owed DEFENDANTS money. Specifically, DEFENDANTS by and through INDIVIDUAL DEFENDANTS, claimed that DEFENDANTS were paying PLAINTIFFS in advance of work performed, thus, when they resigned, DEFENDANTS had in fact overpaid them. The preceding is fiction. The preceding fiction was concocted to practice further willful and intentional wage theft

Moreover, DEFENDANTS failed to provide PLAINTIFFS and all AGGRIEVED EMPLOYEES sick days, thus, there was no accrual of sick days at any rate and they were not entitled to sick days. Based thereon, DEFENDANTS never provide/d PLAINTIFFS and/or all AGGRIEVED EMPLOYEES with written notice setting forth the amount of paid sick leave available to them, and never kept record of the sick days accrued/used. And DEFENDANTS failed to display a poster in a conspicuous place containing all information regarding sick days.

Also, during all times relevant, PLAINTIFFS and all AGGRIEVED EMPLOYEES were and are incurring expenses discharging their duties for, and/or at the direction of DEFENDANTS. Specifically, DEFENDANTS require/d PLAINTIFFS and all AGGRIEVED EMPLOYEES to incur business expenses carrying out their employment duties for, including but not limited to, (1) using their personal cellular phone services for texting, and calling (as for PLAINTIFF during certain of their employment), and (2) using their personal automobiles for the above-described duties. PLAINTIFFS and all AGGRIEVED EMPLOYEES were and are incurring expenses through the use of their personal internet service they are required to use when performing duties when away from campus/at home. Despite PLAINTIFFS and all AGGRIEVED EMPLOYEES being required to use their personal cellular and internet services, as well as, their personal vehicles, DEFENDANTS never reimburse/d them for the percentage use of their cellular and internet services, or the IRS's prevailing mileage reimbursement per mile driven, or any other vehicle/gas reimbursement.

During all times relevant, all the herein-detailed violations of the *California Labor Code* and the applicable IWC Wage Order were/are violated, or were/are caused to be violated by INDIVIDUAL DEFENDANTS, *i.e.*, the Executive Director of both CORPORATE DEFENDANTS, the natural person Barbara Hale, who controlled/controls all CORPORATE DEFENDANTS' policies, procedures and conditions of employment, including but not limited to those for wages and hours, under which PLAINTIFFS and any and all of DEFENDANTS' current and former non-exempt California employees were/are employed and paid.

PLAINTIFFS sent DEFENDANTS records requests pursuant to *California Labor Code* Sections 226(c), 247.5 and 1198.5 in the same certified envelope containing this notice. PLAINTIFFS do not believe DEFENDANTS will produce or give PLAINTIFFS access to the records within the statutorily required time, if at all.

PLAINTIFFS are informed and believe and thereon allege that any and all other current and former non-exempt California employees of DEFENDANTS, including non-exempt employees other than those in PLAINTIFFS' specific departments, or specific locations, *i.e.*, any and all AGGRIEVED EMPLOYEES, were/are also subjected to all of DEFENDANTS' herein-detailed violations of the *California Labor Code* and applicable IWC Wage Order during each and every, pay period they work/ed during no less than one (1) year back from the date of this notice,

and will be further subjected to said violations, up to and including each and every present day until citations are issued by the LWDA, or a Court enters judgment.

DEFENDANTS' VIOLATIONS

I. DEFENDANTS' Violations of California Labor Code Section 2810.5.

a. California Labor Code Section 2810.5.

At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing the following information: (A) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. (B) Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. (C) The regular payday designated by the employer in accordance with the requirements of this code. (D) The name of the employer, including any "doing business as" names used by the employer. (E) The physical address of the employer's main office or principal place of business, and a mailing address, if different. (F) The telephone number of the employer. (G) The name, address, and telephone number of the employer's workers' compensation insurance carrier. (H) That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

Cal. Lab. Code § 2810.5(a)(1)(A)-(H).

Moreover,

An employer shall notify his or her employees in writing of any changes to the information set forth in the notice within seven calendar days after the time of the changes, unless one of the following applies: (1) All changes are reflected on a timely wage statement furnished in accordance with Section 226. (2) Notice of all changes is provided in another writing required by law within seven days of the changes.

Id. at (b)(1)-(2).

b. Facts and Theories Supporting DEFENDANTS' Violations of California Labor Code Section 2810.5.

Upon PLAINTIFFS' hirings, DEFENDANTS failed to provide PLAINTIFFS and any and all AGGRIEVED EMPLOYEES written notices containing (a) the rate or rates of pay and basis thereof, (b) any allowances claimed as part of the minimum wage, including meal or lodging

allowances, (c) the regular payday designated by DEFENDANTS, (d) DEFENDANTS' name, including any and all of its "doing business as" names, (e) the physical address of DEFENDANTS' main office / principal place of business / mailing address, (f) DEFENDANTS' telephone number, (g) the name, address, and telephone number of DEFENDANTS' workers' compensation insurance carrier, and (h) information about PLAINTIFFS and any and all AGGRIEVED EMPLOYEES accruing and using sick leave; and having the right to request and use accrued paid sick leave without fear of being terminated or retaliated against for using or requesting the use of accrued paid sick leave, and that PLAINTIFFS and any and all AGGRIEVED EMPLOYEES have the right to file a complaint against DEFENDANTS if DEFENDANTS retaliates. PLAINTIFFS are informed and believe, and thereon alleges, DEFENDANTS also fails to provide any and all newly-hired AGGRIEVED EMPLOYEES written notices containing the preceding information. Similarly, when DEFENDANTS made any changes to the above-listed information, it further failed to notify PLAINTIFFS and any and all AGGRIEVED EMPLOYEES of those changes within seven calendar days after the changing by notice, other writing or by a timely furnished itemized wage statement. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 2810.5. The LWDA should investigate these violations as applying to PLAINTIFFS and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 2810.5.

II. DEFENDANTS' Violations of California Labor Code Section 207.

a. California Labor Code Section 207.

Every employer shall keep posted conspicuously at the place of work, if practicable, or otherwise where it can be seen as employees come or go to their places of work, or at the office or nearest agency for payment kept by the employer, a notice specifying the regular pay days and the time and place of payment, in accordance with this article.

Cal. Lab. Code § 207.

b. Facts and Theories Supporting DEFENDANTS' Violation of California Labor Code Section 207.

DEFENDANTS failed to keep posted conspicuously at its/their place of work, or at any other place where it could be seen by PLAINTIFFS and all AGGRIEVED EMPLOYEES, a notice specifying its/their regular pay days and the time and place of payment to PLAINTIFFS and all AGGRIEVED EMPLOYEES. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 207. The LWDA should investigate these violations as applying to PLAINTIFFS and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 207.

III. DEFENDANTS' Violations of California Labor Code Sections 1197, 1182.12, 1194, and 1194.2, Thus, Liability for Penalties Pursuant to Section 1197.1.

a. California Labor Code Sections 1197, 1182.12, 1194, 1194.2 and 1197.1.

The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees,

and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.

Cal. Labor Code § 1197.

Notwithstanding any other provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all industries shall be not less than ten dollars (\$10) per hour.

Id. at 1182.12.

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

Id. at 1194(a).

In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. Nothing in this subdivision shall be construed to authorize the recovery of liquidated damages for failure to pay overtime compensation. A suit may be filed for liquidated damages at any time before the expiration of the statute of limitations on an action for wages from which the liquidated damages arise.

Id. at 1194.2(a).

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203

Id. at 1197.1(a).

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

Id. at (a)(1)-(2).

b. Facts and Theories Supporting DEFENDANTS' Violation of *California Labor Code* Sections 1197, 1182.12, 1194, and 1194.2, Thus, Liability for Penalties Pursuant to Section 1197.1.

DEFENDANTS willfully fail/ed to pay PLAINTIFFS and all AGGRIEVED EMPLOYEES all wages they earn/ed by way of several different unlawful, malicious and egregious company-wide policies and practices: (1) DEFENDANTS force/d the AGGRIEVED EMPLOYEES to work off the clock without pay, (2) DEFENDANTS fail/ed to make meal periods available to the AGGRIEVED EMPLOYEES, but nevertheless, reduce/d their working time by no less than 30 minutes each day, thus, failing to pay them California's minimum wage and/or lawful overtime wages for no less than 30 minutes each workday, and (3) DEFENDANTS misclassified/misclassify PLAINTIFFS and its current / future "office managers" as exempt, thus, never pay them their lawful compensation, including minimum and overtime wages. These unpaid wages were/are stolen and kept by DEFENDANTS. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Sections 1197, 1182.12, 1194, 1194.2 and the applicable IWC Wage Order. The LWDA should investigate these violations as applying to PLAINTIFFS and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 1197, 1194, 1199, 1197.1, and provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1182.12 and 1194.2.

IV. DEFENDANTS' Violations of *California Labor Code* Section 510.

a. *California Labor Code* Section 510.

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.

Cal. Labor Code § 510; see also *Cal. Code Regs.* tit. 8 § 11040(3)(A)(a)(1).

b. Facts and Theories Supporting DEFENDANTS' Violations of *California Labor Code* Section 510.

PLAINTIFF ALMA was hired by DEFENDANTS as a non-exempt office assistant/clerk at their Chino campus in or around July 2019, paying her an hourly wage. PLAINTIFF JESSICA was hired by DEFENDANTS as a non-exempt sub-mentor/teacher assistant office assistant/clerk at their Wildomar campus in or around October 2016, paying her an hourly wage. At the time of PLAINTIFF ALMA's hiring, she worked alongside another person also having the title, office assistant/clerk. However, within several months of PLAINTIFF ALMA's hiring, that employee

transitioned into another role with DEFENDANTS; specifically, that of campus mentor. Accordingly, just several months into PLAINTIFF ALMA's hiring, she was juggling/required to perform all of DEFENDANTS' non-exempt office duties and more, and did so throughout the entirety of her employment with DEFENDANTS. In or around July 2019, PLAINTIFF JESSICA transitioned into the role of office assistant/clerk. With each passing day during the entirety of PLAINTIFFS' employment, the number and assortment of non-exempt duties DEFENDANTS required them to perform on and off DEFENDANTS' campuses never ceased expanding. Throughout the entirety of PLAINTIFFS' employment within DEFENDANTS' offices, their duties included but were not limited to that of receptionist (*i.e.*, answering all phone calls made to the school), ordering supplies, passing out supplies, enrollment, back office data compiling, student club sign-ups, assigning email addresses, printing report cards, logging permission slips, maintaining calendars, any and all types of teacher and staff support, assigning students to the DEFENDANTS' various teachers, logging students' attendance, maintaining cumulative files for students, scheduling student conferences, scheduling parent/teacher meetings/conferences, and scheduling board meetings. Furthermore, throughout the entirety of PLAINTIFFS' employment, their duties were not limited to the four corners of DEFENDANTS' offices; rather, they acted as DEFENDANTS' utility players; Swiss Army tools, wearing many hats, and plugging all holes by performing any non-exempt duties and functions within and well outside their intended role at DEFENDANTS' campuses. As examples, during PLAINTIFFS' employment, DEFENDANTS called upon one and/or both of them to (a) perform janitorial duties, *i.e.*, cleaning restrooms, and/or other messes occurring at the schools, (b) travel to DEFENDANTS' storage facility bringing/moving various things/supplies between campuses and the storage facility using her/their personal vehicle(s), (c) travel back and forth between DEFENDANTS' Chino and Wildomar campuses to pick-up/deliver supplies/food/support using her/their personal vehicle(s), (d) travel to various stores to purchase supplies for DEFENDANTS using her/their personal vehicle(s), (e) travel to various restaurants to pick-up meals for board meetings using her/their personal vehicle(s), (f) travel to various vendors to pick-up coffee and other refreshments for DEFENDANTS' various events, as an example, "Coffee with the Principal," using her/their personal vehicle(s), (g) attend DEFENDANTS' various on and off-campus events (after school history science and art projects/festivals) outside of their regularly scheduled worktimes, (h) remain on campus outside of their regularly scheduled worktimes with students when students' parents were late picking them up, and (i) perform administrative functions, such as procuring substitute teachers when an unexpected call-out occurred, and/or working on various projects at home / away from DEFENDANTS' campuses (1) before and after their regularly scheduled worktimes during the workdays, and (2) on Saturday and Sunday. The preceding non-exhaustive list of duties and functions DEFENDANTS required PLAINTIFFS to perform / undertake resulted in PLAINTIFFS working more than 8 hours in any given day (and at times more than 12 hours in any given day), more than 40 hours in any given workweek, and working up to 7 days her week, at times more than 8 hours on of the 7th day. Accordingly, PLAINTIFFS were earning, and DEFENDANTS were required to pay them overtime wages, both time and one half and double their regular rates of pay. However, DEFENDANTS only paid PLAINTIFFS some, but not all the wages they earned during each pay period, by ignoring (thus, not paying them for) all the time they spent performing duties (a) before and after their regularly scheduled worktimes during the week, and (b) during their weekends. The preceding resulted in DEFENDANTS willfully failing to pay PLAINTIFFS California's prevailing minimum wage and/or their lawful overtime wages. Also, because of the above non-exhaustive list of duties and functions DEFENDANTS required PLAINTIFFS to perform / undertake, DEFENDANTS failed to make uninterrupted 30 minute meal periods and 10 minute rest periods available to them. PLAINTIFFS were DEFENDANTS' utility players, Swiss Army tools, and plugged all holes, without back-up or secondary coverage.

In short, DEFENDANTS made it impossible, thus, forbade PLAINTIFFS from taking anything resembling a meal and/or rest period. On top of DEFENDANTS' intentional failure to make meal periods available to PLAINTIFFS, DEFENDANTS instructed PLAINTIFFS to falsify their timekeeping records by noting that they in fact received timely, uninterrupted 30 minute meal periods each day they worked. This necessarily resulted in DEFENDANTS willfully failing to pay PLAINTIFFS additional time that they worked in violation of California's minimum and/or overtime wage laws, *i.e.*, on top of the above-detailed unpaid wages, DEFENDANTS willfully failed to pay PLAINTIFFS an additional 30 minutes of working time each day that they worked. PLAINTIFFS were/are not the only victims of DEFENDANTS' above-described wage theft. Rather, it is DEFENDANTS' companywide policy and practice. DEFENDANTS paid/pay any and all their non-exempt California employees at each/all of their California campuses, *i.e.*, any and all AGGRIEVED EMPLOYEES some, but not all the wages they earn/ed during each pay period, by ignoring (thus, not paying them for) all the time they spent/spend performing duties, including off the clock work before and after their scheduled hours, as well as, failing to make 30 minute meal periods available to them, while instructing them to nevertheless falsify their timekeeping records by noting that they in fact received timely, uninterrupted 30 minute meal periods each day they worked, which necessarily results in DEFENDANTS willfully failing to pay them 30 minutes of working time each day that they worked in addition to any and all other off-the-clock work DEFENDANTS required of them. Because PLAINTIFFS' duties were ever-expanding as DEFENDANTS' utility players, and Swiss Army tools, PLAINTIFFS' compensable worktime also expanded. Thus, roughly one year into PLAINTIFF ALMA's employment with DEFENDANTS, and 3 or 4 months after transitioning PLAINTIFF JESSICA into their Wildomar office, DEFENDANTS changed their strategy from ignoring (thus, not paying PLAINTIFFS for) all the hours they worked to designating PLAINTIFFS as exempt and re-titling them as, "office manager." Thus, from roughly July 2019 through the end of PLAINTIFF ALMA's employment with DEFENDANTS on or around February 2, 2024, DEFENDANTS misclassified her as exempt and paid her a set salary regardless of the number of hours she worked in any given week. Similarly, from roughly July 2019 through the end of PLAINTIFF JESSICA's employment with DEFENDANTS on or around April 30, 2024, DEFENDANTS misclassified her as exempt and paid her a set salary regardless of the number of hours she worked in any given week. PLAINTIFFS' titles changed, but PLAINTIFFS' duties/functions did not meet any of the tests for the three (3) exemptions as defined by the applicable IWC Wage Order. PLAINTIFFS' duties/functions of employment prove they were/are not employed in an administrative, executive, or professional capacity as defined by the applicable IWC Wage Order. PLAINTIFFS are informed and believe and thereon allege, that any current or future "office manager" hired/designated by DEFENDANTS are not/will not be employed in an administrative, executive, or professional capacity as defined by the applicable IWC Wage Order because the nature of the role's duties/functions. And to the extent any of PLAINTIFFS'/current/future office managers' duties fall within any of the exemptions, they were/are never primarily engaged in these duties, thus, did/do not meet the test for any of the exemptions. The applicable IWC Wage Order defines "primarily" as "more than one-half the employee's work time." (*See* part (L) under section 2. DEFINITIONS in the applicable IWC Wage Order.) PLAINTIFF ALMA estimates that during the first 3 or so years of her employment, she worked no less than between 10 to 12 hours per day, Monday through Friday. PLAINTIFF ALMA estimates that during the final year or so of her employment, she worked no less than 10 hours per day, Monday through Friday. PLAINTIFF ALMA estimates that during the entirety of her employment she worked no less than two-thirds (2/3rds) of all weekends, and during each of those weekends, she worked no less than between 10 to 11 hours. PLAINTIFF JESSICA estimates that before her final year or so of her employment, she worked no less than between 10.5 to 11.5 hours per day, Monday through Friday. PLAINTIFF

JESSICA estimates that during the final year or so of her employment, she worked no less than 9.5 hours per day, Monday through Friday. PLAINTIFF JESSICA estimates that during the entirety of her employment she worked no less than 2.5 hours during all weekends. DEFENDANTS' unlawful company-wide policy and practice of misclassifying their so called "office managers" was in place for the sole purpose of stealing the PLAINTIFFS' /current/future office managers' wages. Despite PLAINTIFFS'/current/future office managers working more than 8 hours during each workday, more than 40 hours during each workweek, and at times more than 12 hours in a workday, and at times more than 8 hours on a seventh (7th) consecutive workday, DEFENDANTS willfully fail/ed to paid/pay them a penny of the overtime wages they earn/ed. Instead, DEFENDANTS paid/pay the PLAINTIFFS'/current/future office managers' a flat rate salary every two (2) weeks. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 510 and the applicable IWC Wage Order. The LWDA should investigate these violations as applying to PLAINTIFFS and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 510.

V. **DEFENDANTS' Violations of California Labor Code Sections 512, 226.7 and, thus, Owe Penalties/Premiums Pursuant to Section 226.7.**

a. California Labor Code Sections 512 and 226.7.

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

Cal. Lab. Code § 512(a); *see also Cal. Code Regs.* tit. 8 § 11040(11)(A)-(C).

An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

Cal. Lab. Code § 226.7(b); *see also Cal. Code Regs.* tit. 8 § 11040(12)(A)-(B). Pursuant to the *California Labor Code* and the applicable IWC Wage Order, employees are entitled to an uninterrupted rest period of not less than ten (10) minutes per four (4) hours or major fraction thereof. *Id.*

If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the

Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Id. at 226.7(c); *see also Cal. Code Regs.* tit. 8 § 11040(11)(D).

- a. Facts and Theories Supporting DEFENDANTS' Violations of *California Labor Code* Sections 512, 226.7 and, thus, Owe Penalties/Premiums Pursuant to Section 226.7.

Because of herein non-exhaustive list of duties and functions DEFENDANTS required PLAINTIFFS to perform / undertake, DEFENDANTS failed to make uninterrupted 30 minute meal periods and 10 minute rest periods available to them. PLAINTIFFS were DEFENDANTS' utility players, Swiss Army tools, and plugged all holes, without back-up or secondary coverage. In short, DEFENDANTS made it impossible, thus, forbade PLAINTIFFS from taking anything resembling a meal and/or rest period. On top of DEFENDANTS' intentional failure to make meal periods available to PLAINTIFFS, DEFENDANTS instructed PLAINTIFFS to falsify their timekeeping records by noting that they in fact received timely, uninterrupted 30 minute meal periods each day they worked. This necessarily resulted in DEFENDANTS willfully failing to pay PLAINTIFFS additional time that they worked in violation of California's minimum and/or overtime wage laws, *i.e.*, on top of the above-detailed unpaid wages, DEFENDANTS willfully failed to pay PLAINTIFFS an additional 30 minutes of working time each day that they worked. PLAINTIFFS were/are not the only victims of DEFENDANTS' above-described wage theft. Rather, it is DEFENDANTS' companywide policy and practice. DEFENDANTS paid/pay any and all their non-exempt California employees at each/all of their California campuses, *i.e.*, any and all AGGRIEVED EMPLOYEES some, but not all the wages they earn/ed during each pay period, by ignoring (thus, not paying them for) all the time they spent/spend performing duties, including off the clock work before and after their scheduled hours, as well as, failing to make 30 minute meal periods available to them, while instructing them to nevertheless falsify their timekeeping records by noting that they in fact received timely, uninterrupted 30 minute meal periods each day they worked, which necessarily results in DEFENDANTS willfully failing to pay them 30 minutes of working time each day that they worked in addition to any and all other off-the-clock work DEFENDANTS required of them. Also, despite DEFENDANTS owing PLAINTIFFS and any and all of the AGGRIEVED EMPLOYEES one hour of pay at their regular rates for DEFENDANTS' companywide policy and practice of failing to make meal and rest periods available to them (thus, two hours during any given workday), it is also DEFENDANTS' companywide policy and practice of never paying PLAINTIFFS or any and all of the AGGRIEVED EMPLOYEES a single meal or rest period penalty/premium. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Sections 512 and 226.7 and the applicable IWC Wage Order. The LWDA should investigate these violations as applying to PLAINTIFFS and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 512 and 226.7.

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VI. DEFENDANTS' Liability for Civil Penalties Pursuant to *California Labor Code* Section 558.

a. *California Labor Code* Section 558.

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. 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.”

Cal. Lab. Code § 558(a)(1)-(2) (emphasis added).

b. Facts and Theories Supporting DEFENDANTS' Liability for Civil Penalties Pursuant to *California Labor Code* Section 558.

As set forth herein, during all times relevant, DEFENDANTS were and are violating *California Labor Code* Sections 510 and 512, as well as, the provision regulating hours and days of work in the applicable IWC Wage Order. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 558. The LWDA should investigate these violations as applying to PLAINTIFFS and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 558.

VII. DEFENDANTS' Violations of *California Labor Code* Section 1198.

a. *California Labor Code* Section 1198.

“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” *Cal. Labor Code* § 1198.

b. Facts and Theories Supporting DEFENDANTS' Violation of *California Labor Code* Section 1198.

As set forth herein, during all relevant pay periods, DEFENDANTS continuously violated the standard and conditions of labor fixed by the commission, including but not limited to its violations of *California Labor Code* sections 1197, 1182.12, 1194, 510, 512, 226.7 and *Cal. Code Regs.* tit. 8 Section 11040(3), (4), (11), and (12). Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 1198. The LWDA should investigate these violations as applying to PLAINTIFFS and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1198.

VIII. DEFENDANTS' Violations of California Labor Code Section 1199.

a. California Labor Code Section 1199.

Every **employer or other person acting either individually or as an officer, agent, or employee of another person** is guilty of a misdemeanor and is punishable by a fine of not less than one hundred dollars (\$100) or by imprisonment for not less than 30 days, or by both, who does any of the following: (a) **Requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission.** (b) **Pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission.** (c) **Violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission.**

Cal. Labor Code § 1199 (emphasis added).

b. Facts and Theories Supporting DEFENDANTS' Violation of California Labor Code Section 1199.

As set forth herein, during all times relevant, DEFENDANTS continuously required or caused PLAINTIFFS and any and all AGGRIEVED EMPLOYEES to (1) work for longer hours than those fixed by an order of the commission, (2) under conditions of labor prohibited by an order of the commission, and (3) to be paid a wage less than the minimum fixed by an order of the commission. Moreover, during all times relevant, DEFENDANTS continuously violates, refuses and neglects to comply with provisions of this chapter of the *California Labor Code* and orders and rulings of the commission as evidenced by its violations of *California Labor Code* sections 1197, 1182.12, 1194, 510, 512, 226.7 and *Cal. Code Regs.* tit. 8 Section 11040(3), (4), (11), (12) and (14). Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 1199 and the applicable IWC Wage Order. The LWDA should investigate these violations as applying to PLAINTIFFS and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1199.

IX. DEFENDANTS' Violations of California Labor Code Section 204, Thus, Liability for Penalties Pursuant to Section 210.

a. California Labor Code Sections 204 and 210.

“All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” *Cal. Lab. Code § 204.*

In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each

employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

Id. at 210.

- b. Facts and Theories Supporting DEFENDANTS' Violation of *California Labor Code* Section 204, Thus, Liability for Penalties Pursuant to Section 210.

Based on DEFENDANTS' herein-detailed wage theft, DEFENDANTS also willfully fail/ed to pay PLAINTIFFS and all AGGRIEVED EMPLOYEES all wages they earn/ed twice during each calendar month. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 204 and is, thus, liable for civil penalties pursuant to Section 210. The LWDA should investigate these violations as applying to PLAINTIFFS and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 204 and provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 210.

X. DEFENDANTS' Violations of *California Labor Code* Section 226, Thus, Liability for Penalties Pursuant to Section 226.3 or 2699(f)(2).

- a. *California Labor Code* Section 226, 226.3 and 2699(f)(2).

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employees wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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 and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be

kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. For purposes of this subdivision, copy includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision.

Cal. Lab. Code § 226(a); *see also Cal. Code Regs.* tit. 8 § 11040(7)(B).

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee 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 records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.”

Id. at 226.3.

“If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.” *Cal. Lab. Code* § 2699(f)(2).

b. Facts and Theories Supporting DEFENDANTS’ Violations of *California Labor Code* Section 226, Thus, Liability for Penalties Pursuant to Section 226.3 or 2699(f)(2).

DEFENDANTS’ company-wide pattern and practice of willfully failing to pay PLAINTIFFS and all AGGRIEVED EMPLOYEES all wages they earned necessarily results in DEFENDANTS willfully failed/fail to furnish PLAINTIFFS and all AGGRIEVED EMPLOYEES itemized wage statements, or at best issues them inaccurate written explanations of pay that fail to meet the requirements set forth in California’s laws. The “wage statements,” if any, that DEFENDANTS furnish/ed to PLAINTIFFS and all AGGRIEVED EMPLOYEES’ fail to accurately show/evidence/contain/include (a) all forms of compensation earned, including the meal and rest period penalties/premiums due and owing (b) the accurate hours/miles/unit/rates associated with any and all forms of wages depicted within the written explanations, (c) gross and net wages earned, (d) the name and address of the employer, (e) the name and/or employee number(s), (f) the start and end dates of the period during which the compensation was earned, or (g) the amount of paid sick leave available. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 226 and the applicable IWC Wage Order, and is, thus, liable for civil penalties pursuant to Section 226.3, or 2699(f)(2). The LWDA should investigate these violations as applying to PLAINTIFFS and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to paragraphs (1) through (5), inclusive, (7) and (9) of subdivision (a) of *California Labor Code* Section 226 and subdivision (c) applies to 226.3.

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XI. DEFENDANTS' Violations of California Labor Code Sections 1174, 246 and 247.5, Thus, Liability for Penalties Pursuant to Sections 1174.5 and 247.

a. California Labor Code Sections 1174, 246, 247.5, 247 and 1174.5.

“Every person employing labor in this state shall: . . . Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to . . .” *Cal. Lab. Code* § 1174(d). “An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.” *Id.* at 246(a)(1). “An employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later, subject to the use and accrual limitations set forth in this section.” *Id.* at (b)(1). “An employee shall be entitled to use accrued paid sick days beginning on the 90th day of employment, after which day the employee may use paid sick days as they are accrued.” *Id.* at (c).

Accrued paid sick days shall carry over to the following year of employment. However, an employer may limit an employee's use of accrued paid sick days to 24 hours or three days in each year of employment, calendar year, or 12-month period. This section shall be satisfied and no accrual or carryover is required if the full amount of leave is received at the beginning of each year of employment, calendar year, or 12-month period. The term "full amount of leave" means three days or 24 hours.

An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or the employee's itemized wage statement "unlimited." The penalties described in this article for a violation of this subdivision shall be in lieu of the penalties for a violation of Section 226. This subdivision shall apply to employers covered by Wage Order 11 or 12 of the Industrial Welfare Commission only on and after January 21, 2016.

Id. at (i).

(1) For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations: (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek. (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. (3) Paid

sick time for exempt employees shall be calculated in the same manner as the employer calculates wages for other forms of paid leave time.

Id. at (1)(1)-(3).

(a) In each workplace of the employer, the employer shall display a poster in a conspicuous place containing all the information specified in subdivision (b). The Labor Commissioner shall create a poster containing this information and make it available to employers. (b) The poster shall state all of the following: (1) An employee is entitled to accrue, request, and use paid sick days. (2) The amount of sick days provided for by this article. (3) The terms of use of paid sick days.

Id. at 247(a)-(b)(1)-(3). “That retaliation or discrimination against an employee who requests paid sick days or uses paid sick days, or both, is prohibited and that an employee has the right under this article to file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee.” *Id.* at (b)(4).

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

Id. at 1174.5. “An employer who willfully violates the posting requirements of this section is subject to a civil penalty of not more than one hundred dollars (\$100) per each offense.” *Id.* at (c).

An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174. An employer shall make these records available to an employee in the same manner as described in Section 226. If an employer does not maintain adequate records pursuant to this section, it shall be presumed that the employee is entitled to the maximum number of hours accruable under this article, unless the employer can show otherwise by clear and convincing evidence.

Cal. Lab. Code § 247.5; *see also Cal. Code Regs.* tit. 8 § 11040(7)(A)-(C).

b. Facts and Theories Supporting DEFENDANTS’ Violation of *California Labor Code* Sections 1174, 246 and 247.5, Thus, Liability for Penalties Pursuant to Sections 1174.5 and 247.

As set forth herein, DEFENDANTS failed to maintain the hours worked and paid sick days accrued by PLAINTIFFS and all AGGRIEVED EMPLOYEES. DEFENDANTS further failed to provide them sick days, thus, there was no accrual of sick days at any rate and they were not entitled to sick days. Based thereon, DEFENDANTS never provide/d PLAINTIFFS and/or all AGGRIEVED EMPLOYEES with written notice setting forth the amount of paid sick leave available

to them, and never kept record of the sick days accrued/used. And DEFENDANTS failed to display a poster in a conspicuous place containing all information regarding sick days. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Sections 1174, 246 and 247.5 and are, thus, liable for civil penalties pursuant to Sections 1174.5 247. The LWDA should investigate these violations as applying to PLAINTIFFS and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1174. The provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 246, 247.5, 1174.5 and 247.

XI. DEFENDANTS' Violations of California Labor Code Sections 226(c), 247.5 and 1198.5.

a. California Labor Code Sections 226(c), 247.5 and 1198.5.

“An employer that is required by this code or any regulation adopted pursuant to this code to keep the information required by subdivision (a) shall afford current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer.” *Cal. Lab. Code* § 226(b). “An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.” *Id.* at (c).

An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174. An employer shall make these records available to an employee in the same manner as described in Section 226.

California Labor Code section 1198.5, subdivision (b) mandates that an employer who receives a written or oral request from an employee or former employee to inspect records pursuant to that section “shall” comply with the request within 30 days. *Id.* at 1198.5(b).

b. Facts and Theories Supporting DEFENDANTS' Violation of California Labor Code Sections 226(c), 247.5 and 1198.5.

PLAINTIFFS sent DEFENDANTS records requests pursuant to *California Labor Code* Sections 226(c), 247.5 and 1198.5 in the same certified envelope containing this notice. PLAINTIFFS does not believe DEFENDANTS will produce or give PLAINTIFFS access to the records within the statutorily required time, if at all. Accordingly, PLAINTIFFS believes DEFENDANTS will be in violation of *California Labor Code* Sections 226, 247.5, 1198.5 and the applicable IWC Wage Order by the time his/her civil complaint is ripe for filing. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 226 and subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 247.5 and 1198.5.

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XII. DEFENDANTS' Violations of California Labor Code Section 2802, Thus, Liability for Penalties Pursuant to Section 1197.1.

a. California Labor Code Sections 2802 and 1197.1.

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

All awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.

Id. at (b).

Also, Section 2802 states: "For purposes of this section, the term 'necessary expenditures or losses' shall include all reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section." *Id.* at 2802(c).

In addition to recovery of penalties under this section in a court action or proceedings pursuant to Section 98, the commissioner may issue a citation against an employer or other person acting on behalf of the employer who violates reimbursement obligations for an amount determined to be due to an employee under this section. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the commissioner shall be the same as those set forth in Section 1197.1. Amounts recovered pursuant to this section shall be paid to the affected employee.

Id. at (d).

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203

Id. at 1197.1(a).

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to

Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

Id. at (a)(1)-(2).

- b. Facts and Theories Supporting DEFENDANTS' Violation of *California Labor Code* Section 2802, Thus, Liability for Penalties Pursuant to Section 1197.1.

During all times relevant, PLAINTIFFS and all AGGRIEVED EMPLOYEES were and are incurring expenses discharging their duties for, and/or at the direction of DEFENDANTS. Specifically, DEFENDANTS require/d PLAINTIFFS and all AGGRIEVED EMPLOYEES to incur business expenses carrying out their employment duties for, including but not limited to, (1) using their personal cellular phone services for texting, and calling (as for PLAINTIFF during certain of their employment), and (2) using their personal automobiles for the above-described duties. PLAINTIFFS and all AGGRIEVED EMPLOYEES were and are incurring expenses through the use of their personal internet service they are required to use when performing duties when away from campus/at home. Despite PLAINTIFFS and all AGGRIEVED EMPLOYEES being required to use their personal cellular and internet services, as well as, their personal vehicles, DEFENDANTS never reimburse/d them for the percentage use of their cellular and internet services, or the IRS's prevailing mileage reimbursement per mile driven, or any other vehicle/gas reimbursement. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 2802 and is, thus, liable for civil penalties pursuant to Section 1197.1. The LWDA should investigate these violations as applying to PLAINTIFFS and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 2802. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1197.1.

XII. DEFENDANTS' Violations of *California Labor Code* Sections 201, 202, 203 and 208.

- a. *California Labor Code* Sections 201, 202, 203 and 208.

"If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." *Cal. Lab. Code* § 201(a).

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

Id. at 202(a).

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

Id. at 203(a).

“Every employee who is discharged shall be paid at the place of discharge, and every employee who quits shall be paid at the office or agency of the employer in the county where the employee has been performing labor. All payments shall be made in the manner provided by law.”
Id. at 208.

b. Facts and Theories Supporting DEFENDANTS’ Violation of *California Labor Code* Sections 201, 202, 203 and 208.

As a direct result of DEFENDANTS’ herein-detailed wage theft, DEFENDANTS also willfully and intentionally fail/ed to pay PLAINTIFFS and all AGGRIEVED EMPLOYEES all wages owing within the statutorily required time, and place, after PLAINTIFFS’ resignation in or around April 2024, or any one of the AGGRIEVED EMPLOYEES’ resignations, or termination from employment. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Sections 201, 202, 203 and 208. The LWDA should investigate these violations as applying to PLAINTIFFS and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 201, 202, 203 and 208.

XIII. DEFENDANTS’ Liability Pursuant to *California Labor Code* Section 558.1.

a. *California Labor Code* Section 558.1.

Under *California Labor Code* Section 558.1:

(a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation. (b) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code. (c) Nothing in this section shall be construed to limit the definition of employer under existing law.

Cal. Lab. Code § 558.1 (emphasis added).

b. Facts and Theories Supporting DEFENDANTS' Liability Pursuant to *California Labor Code* Section 558.1.

During all times relevant, all the herein-detailed violations of the *California Labor Code* and the applicable IWC Wage Order were/are violated, or were/are caused to be violated by INDIVIDUAL DEFENDANTS, *i.e.*, the Executive Director of both CORPORATE DEFENDANTS, the natural person Barbara Hale, who controlled/controls all CORPORATE DEFENDANTS' policies, procedures and conditions of employment, including but not limited to those for wages and hours, under which PLAINTIFFS and any and all of DEFENDANTS' current and former non-exempt California employees were/are employed and paid. Accordingly, the CORPORATE DEFENDANTS, as well as, the INDIVIDUAL DEFENDANTS can be held liable as the employer for all damages, including civil penalties, for the all relevant provisions of the applicable IWC Wage and Order and Sections of the *California Labor Code* pursuant to *California Labor Code* Section 558.1. The LWDA should investigate these violations as applying to PLAINTIFFS and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 558.1.

XI. DEFENDANTS' Liability for Penalties Pursuant to *California Labor Code* Section 2698, *et seq.*

a. *California Labor Code* Section 2698, *et seq.*

(a) Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.

Cal. Lab. Code § 2699(a). Section 2699 further states in part: "If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation." *Id.* at 2699(f)(2).

b. Facts and Theories Supporting DEFENDANTS' Violation of *California Labor Code* Section 2698, *et seq.*

As set forth in this notice, during all times relevant, DEFENDANTS is and was continually violating and/or causing to be violated all the herein-identified Sections of the *California Labor Code* and *Cal. Code Regs.* tit. 8 Section 11040(3), (4), (7), (11), (12) and (14) based on its/their unlawful company-wide policies and procedures regarding, *inter alia*, payment of wages, provision of meal and rest periods, hours and conditions work, furnishing accurate wage statements, all notice and record keeping requirements and providing suitable seating. PLAINTIFFS implores the LWDA to investigate all DEFENDANTS' herein-detailed violations as applying to PLAINTIFFS and any and all AGGRIEVED EMPLOYEES. If the LWDA does not investigate DEFENDANTS' violations outlined in this notice, and does not provide PLAINTIFFS notice that it intends to investigate within the statutorily required time, PLAINTIFFS, will seek the herein-detailed penalties and all other damages available to

PLAINTIFFS, the State of California and all AGGRIEVED EMPLOYEES as a result of DEFENDANTS' unlawful company-wide policies and practices, including recovery of reasonable attorney's fees and costs of suit.

Very truly yours,
TWOMEY LAW, P.C.



J.B. TWOMEY