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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

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

Plaintiff,

vs.

ST. JOSEPH CENTER, a California
nonprofit corporation; and DO-ES 1
through 10, inclusive,

Defendants.

Case No.: 24STCV15017

*[Set for All Purposes Before the Hon. Laura A.
Seigle – Dept. 17]*

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);

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- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of Labor Code § 1198 and California Code of Regulations, Title 8, Section 11040 Subdivision 5(A) (Failure to Provide Reporting Time Pay);
- (9) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (10) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (12) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

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

4 JURISDICTION AND VENUE

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

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

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

4 3. Venue is proper in this Court, because Defendants filed Statement of Information
5 forms with the California Secretary of State designating a principal place of business in Venice,
6 County of Los Angeles, in accordance with California Corporations Code section
7 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because Defendants
8 employ persons in this county, and employed Plaintiff in this county, and thus a substantial
9 portion of the transactions and occurrences related to this action occurred in this county.

10 **THE PARTIES**

11 4. Plaintiff Cadeeja Cohns is a resident of Los Angeles, California. Defendants
12 employed Plaintiff as an hourly paid, non-exempt Case Manager I and Peer Specialist from
13 approximately March 2023 to March 2024. Plaintiff worked for Defendants at their location in
14 Culver City, California. During her employment, Plaintiff typically worked eight (8) or more
15 hours per day and five (5) days per week. Plaintiff's primary job duties as a Case Manager I
16 included, without limitation, helping clients apply for public benefits and housing, providing
17 mental health and substance abuse counseling, and assisting clients with job readiness tasks.
18 Plaintiff's primary job duties as a Peer Specialist included, without limitation, offering social
19 services to the homeless population in the area.

20 5. ST. JOSEPH CENTER was and is, upon information and belief, a California
21 nonprofit corporation, and at all times hereinafter mentioned, an employer whose employees
22 are engaged throughout this county and the State of California.

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

27 7. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
28 were the partners, agents, owners, or managers of Defendants at all relevant times.

8. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, ST. JOSEPH CENTER and/or DOES 1 through 10 (collectively, “Defendants” or “ST. JOSEPH”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others’ behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

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

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

GENERAL ALLEGATIONS

11. Defendants are a social service organization offering outreach, housing, mental health, educational, and vocational programs at various sites across Los Angeles County. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their corporate headquarters in Venice, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

12. In particular, Plaintiff and class members, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees' assigned locations or positions.

13. Upon information and belief, Defendants maintain a centralized Payroll

1 department at their corporate headquarters in Venice, California, which processes payroll for
2 all non-exempt, hourly paid employees working for Defendants at their various locations in
3 California, including Plaintiff and class members. Based upon information and belief,
4 Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees
5 in California, irrespective of their work locations. Upon information and belief, Defendants
6 process payroll for departing employees in the same manner throughout the State of California,
7 regardless of the manner in which each employee's employment ends.

8 14. Defendants continue to employ non-exempt or hourly paid employees in
9 California.

10 15. Plaintiff is informed and believes, and thereon alleges, that at all times herein
11 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
12 advisors knowledgeable about California labor and wage law, employment and personnel
13 practices, and about the requirements of California law.

14 16. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
15 members were not paid for all hours worked because all hours worked were not recorded.

16 17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and class members were entitled to receive certain wages for
18 overtime compensation and that they were not receiving certain wages for overtime
19 compensation.

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

25 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and class members were entitled to meal periods in accordance
27 with the California Labor Code and applicable IWC Wage Order or payment of one (1)
28 additional hour of pay at their regular rates of pay when they were not provided with timely,

uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members were not provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to rest periods in accordance with the California Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period and that Plaintiff and class members were not authorized and permitted to take compliant rest periods or provided with payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period.

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

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

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

24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to timely payment of wages

1 during their employment. In violation of the California Labor Code, Plaintiff and class members
2 did not receive payment of all wages, including, but not limited to, overtime wages, minimum
3 wages, meal and rest period premiums, and/or reporting time pay, within permissible time
4 periods.

5 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and class members were entitled to receive all reporting time
7 pay when Plaintiff and class members were required to report to work but were put to work for
8 less than half of their usual or scheduled shift. In violation of the California Labor Code and
9 applicable IWC Wage Order, Plaintiff and class members were not paid all reporting time pay.

10 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and class members were entitled to receive full reimbursement
12 for all business-related expenses and costs they incurred during the course and scope of their
13 employment and that they did not receive full reimbursement of applicable business-related
14 expenses and costs incurred.

15 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein
16 mentioned, Defendants knew or should have known that Defendants had a duty to provide
17 Plaintiff and class members with written notice of the material terms of their employment with
18 Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

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

25 **PAGA REPRESENTATIVE ALLEGATIONS**

26 29. At all times herein set forth, PAGA provides that any provision of law under the
27 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
28 collected by the Labor and Workforce Development Agency ("LWDA") for violations of the

1 California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by
2 aggrieved employees in a civil action brought on behalf of themselves and other current or
3 former employees pursuant to procedures outlined in California Labor Code section 2699.3.

4 30. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as
5 “any person who was employed by the alleged violator and personally suffered each of the
6 violations alleged.”

7 31. Plaintiff and other current and former employees of Defendants are “aggrieved
8 employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’ current
9 or former employees and each of the alleged violations were committed against them.

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

13 (a) The aggrieved employee or representative shall give written notice by
14 online filing with the LWDA and by certified mail to the employer of the
15 specific provisions of the California Labor Code alleged to have been
16 violated, including the facts and theories to support the alleged violation.

17 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
18 2699.3(a) and any employer response to that notice shall be accompanied
19 by a filing fee of seventy-five dollars (\$75).

20 (c) The LWDA shall notify the employer and the aggrieved employee or
21 representative by certified mail that it does not intend to investigate the
22 alleged violation (“LWDA Notice”) within sixty (60) calendar days of the
23 postmark date of the aggrieved employee’s notice. Upon receipt of the
24 LWDA Notice, or if no LWDA Notice is provided within sixty-five (65)
25 calendar days of the postmark date of the aggrieved employee’s notice,
26 the aggrieved employee may commence a civil action pursuant to
27 California Labor Code section 2699 to recover civil penalties.

28 33. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,

1 through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision
2 other than those listed in Section 2699.5 after the following requirements have been met:

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

8 (b) An aggrieved employee's notice filed with the LWDA pursuant to
9 2699.3(c) and any employer response to that notice shall be accompanied
10 by a filing fee of seventy-five dollars (\$75).

11 (c) The employer may cure the alleged violation within thirty-three (33)
12 calendar days of the postmark date of the notice sent by the aggrieved
13 employee or representative. The employer shall give written notice
14 within that period of time by certified mail to the aggrieved employee or
15 representative and by online filing with the LWDA if the alleged violation
16 is cured, including a description of actions taken, and no civil action
17 pursuant to Section 2699 may commence. If the alleged violation is not
18 cured within the 33-day period, the aggrieved employee may commence
19 a civil action pursuant to Section 2699.

20 34. On July 9, 2024, Plaintiff provided written notice by online filing to the LWDA
21 and by Certified Mail to Defendants of the specific provisions of the California Labor Code
22 alleged to have been violated, including facts and theories to support the alleged violations, in
23 accordance with California Labor Code section 2699.3. Plaintiff's written notice was
24 accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA
25 Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case
26 Number LWDA-CM-1038601-24. A true and correct copy of Plaintiff's written notice to the
27 LWDA and Defendants is attached hereto as "Exhibit 1."

28 35. As of the filing date of this complaint, over 65 days have passed since Plaintiff

1 sent the notice described above to the LWDA, and the LWDA has not responded that it intends
2 to investigate Plaintiff's claims and Defendants have not cured the violations.

3 36. Thus, Plaintiff has satisfied the administrative prerequisites under California
4 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
5 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
6 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

7 37. Labor Code section 558(a) provides "[a]ny employer or other person acting on
8 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
9 provision regulating hours and days of work in any order of the Industrial Welfare Commission
10 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
11 each underpaid employee for each pay period for which the employee was underpaid (2)
12 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
13 each pay period for which the employee was underpaid" Labor Code section 558(c)
14 provides "[t]he civil penalties provided for in this section are in addition to any other civil or
15 criminal penalty provided by law."

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

19 39. As set forth below, Defendants have violated numerous provisions of both the
20 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
21 Order.

22 40. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
23 2699(a), 2699(k), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the
24 public interest as a private attorney general, seeks assessment and collection of civil penalties
25 and injunctive relief for herself, all other aggrieved employees, and the State of California
26 against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a),
27 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

CLASS ACTION ALLEGATIONS

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

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

43. Plaintiff's proposed class consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California, within four years prior to the filing of the initial complaint until the date of trial ("Class").

44. Plaintiff's proposed subclass consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California and who received at least one wage statement within one (1) year prior to the filing of the initial complaint until the date of trial ("Subclass").

45. Members of the Class and Subclass are referred to herein as "class members."

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

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

- (a) Whether Defendants required Plaintiff and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime compensation to Plaintiff and class members;
- (b) Whether Defendants failed to pay Plaintiff and class members at least minimum wages for all hours worked;
- (c) Whether Defendants failed to provide Plaintiff and class members meal periods;
- (d) Whether Defendants failed to authorize and permit Plaintiff and class

- 1 members to take rest periods;
- 2 (e) Whether Defendants provided Plaintiff and class members with complete
- 3 and accurate wage statements as required by California Labor Code
- 4 section 226(a);
- 5 (f) Whether Defendants maintained accurate payroll records as required by
- 6 California Labor Code section 1174(d);
- 7 (g) Whether Defendants failed to pay earned overtime wages, minimum
- 8 wages, meal and rest period premiums, and/or reporting time pay due to
- 9 Plaintiff and class members upon their discharge;
- 10 (h) Whether Defendants failed to timely pay overtime wages, minimum
- 11 wages, meal and rest period premiums, and/or reporting time pay to
- 12 Plaintiff and class members during their employment;
- 13 (i) Whether Defendants required Plaintiff and class members to report to
- 14 work, but failed to provide them with work or provided them with less
- 15 than half their usual or scheduled day's work, without properly
- 16 compensating them as required by California Code of Regulations, Title
- 17 8, section 11040(5);
- 18 (j) Whether Defendants failed to reimburse Plaintiff and class members for
- 19 necessary and required business-related expenditures and/or losses
- 20 incurred by them in the scope of their employment;
- 21 (k) Whether Defendants failed to provide written notice of information
- 22 material to Plaintiff's and class members' employment with Defendants;
- 23 (l) Whether Defendants engaged in unlawful and unfair business practices in
- 24 violation of California Business & Professions Code sections 17200, *et*
- 25 *seq.*; and
- 26 (m) The appropriate amount of damages, restitution, or monetary penalties
- 27 resulting from Defendants' violations of California law.

28 48. There is a well-defined community of interest in the litigation and the class

members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that she has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- (d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

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

10 **FIRST CAUSE OF ACTION**

11 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**
12 **(Against all Defendants)**

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

15 50. Labor Code section 1198 makes it illegal to employ an employee under
16 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
17 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
18 shall be the . . . standard conditions of labor for employees. The employment of any employee
19 . . . under conditions of labor prohibited by the order is unlawful.”

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

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

28 53. The applicable IWC Wage Order further provides that Defendants are and were

1 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
2 overtime compensation at a rate of two (2) times their regular rate of pay. An employee's
3 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
4 employee, including nondiscretionary bonuses and incentive pay.

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

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

16 56. First, during the relevant time period, Defendants had, and continue to have, a
17 company-wide policy and/or practice of requiring Plaintiff and class members to perform tasks
18 off-the-clock after their scheduled shifts and on days off. For example, Plaintiff was required
19 to answer calls from her clients after her shifts and on days off, and communicate that
20 information to her supervisors. Defendants failed to track the time Plaintiff and class members
21 spent working outside of their scheduled shifts, and Plaintiff and class members received no
22 compensation for this time.

23 57. Second, Defendants had, and continue to have, company-wide policies and/or
24 practices of understaffing, such that there were too few employees, such as case managers, to
25 handle the workload, while also pressuring employees to meet quotas such as meeting with
26 clients a certain number of times per month. Defendants' policies and/or practices resulted in
27 a failure to provide Plaintiff and class members with adequate meal period coverage, and thus,
28 Plaintiff and class members were not always afforded uninterrupted 30-minute meal periods

1 during shifts when they were entitled to receive a meal period. Defendants also had a practice
2 of failing to schedule meal periods, which further caused Plaintiff and class members to not be
3 relieved of their duties for compliant meal periods. For example, Plaintiff often had to clock
4 out and work through her meal periods in order to fulfill Defendants' requirement to meet with
5 every client at least twice per month, in conjunction with spending half of her shifts conducting
6 outreach outside of the office. As a further example, Defendants' management and employees
7 interrupted Plaintiff's meal periods by communicating with her on her company-issued cellular
8 phone through the Microsoft Teams application and requesting her assistance due to
9 understaffing. Consequently, Plaintiff and class members were required to work through and/or
10 had their unpaid meal periods interrupted in order to complete their assigned duties, time for
11 which they were not paid.

12 58. Third, Defendants had, and continue to have, a policy and/or practice of requiring
13 that Plaintiff and class members carry company-issued cellular phones and respond to requests
14 at all times. As a result, Defendants' management and employees contacted Plaintiff and class
15 members on these phones during unpaid meal periods to discuss work-related matters.
16 Defendants knew or should have known that Plaintiff and class members were performing work
17 while off-the-clock in order to meet Defendants' expectations, but failed to compensate them
18 for this time.

19 59. Fourth, because Defendants frowned upon employees accruing meal period
20 penalties, Defendants' management pressured Plaintiff and class members to clock out for meal
21 periods to reflect compliant meal periods, regardless of whether they had received a compliant
22 meal period or not, in order to strictly limit the meal penalties that would need to be paid by
23 Defendants. Thus, Defendants did not record all hours worked during meal periods, and
24 Plaintiff and class members performed work during meal periods for which they were not paid.

25 60. Defendants knew or should have known that as a result of these company-wide
26 practices and/or policies, Plaintiff and class members were performing their assigned duties off-
27 the-clock outside of their scheduled shifts and during meal periods, and were suffered or
28 permitted to perform work for which they were not paid. Because Plaintiff and class members

1 sometimes worked shifts of eight (8) hours a day or more or forty (40) hours a week or more,
2 some of this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and
3 class members were not paid overtime wages for all of the overtime hours they actually worked.

4 61. Defendants' failure to pay Plaintiff and class members the balance of overtime
5 compensation as required by California law, violates the provisions of California Labor Code
6 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
7 members are entitled to recover from Defendants their unpaid overtime compensation, as well
8 as interest, costs, and attorneys' fees.

9 **SECOND CAUSE OF ACTION**

10 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 11 **Minimum Wages** 12 **(Against all Defendants)**

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

15 63. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
16 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
17 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
18 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as "the
19 time during which an employee is subject to the control of an employer, and includes all the
20 time the employee is suffered or permitted to work, whether or not required to do so." Cal.
21 Code Regs. Tit. 8, § 11040(2)(K) (defining "Hours Worked").

22 64. First, as set forth above, during the relevant time period, Defendants had, and
23 continue to have, a company-wide policy and/or practice of requiring Plaintiff and class
24 members to perform work-related tasks while off-the-clock after their shifts and on days off,
25 including communicating with clients and management. Defendants failed to track this time
26 Plaintiff and class members spent working off-the-clock, and Plaintiff and class members
27 received no compensation for this time.

28 65. Second, as also set forth above, due to Defendants' company-wide policies

1 and/or practices of understaffing their locations while assigning heavy workloads, such as
2 pressuring case manager employees to meet with clients a certain number of times per month,
3 and failing to schedule meal periods, Plaintiff and class members were impeded from taking all
4 uninterrupted meal periods to which they were entitled and were required to work off-the-clock
5 during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of
6 all duties during unpaid meal periods. Further, to limit the meal penalties that Defendants would
7 otherwise owe, Defendants pressured Plaintiff and class members to clock out for meal periods
8 to reflect compliant meal periods, but required them to continue working, time for which they
9 were not paid. Thus, Defendants systematically failed to pay Plaintiff and class members for
10 actual hours worked during unpaid meal periods because these hours were not always correctly
11 recorded.

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

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

20 **THIRD CAUSE OF ACTION**

21 **Violations of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period**

22 **Violations**

23 **(Against all Defendants)**

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

26 69. At all relevant times herein set forth, California Labor Code section 512(a)
27 provides that an employer may not require, cause, or permit an employee to work for a period
28 of more than five (5) hours per day without providing the employee with a meal period of not

1 less than thirty (30) minutes, except that if the total work period per day of the employee is not
2 more than six (6) hours, the meal period may be waived by mutual consent of both the employer
3 and the employee. Under California law, first meal periods must start after no more than five
4 hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

5 70. At all relevant times herein set forth, California Labor Code sections 226.7,
6 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
7 meal period mandated by an applicable order of the IWC.

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

14 72. First, during the relevant time period, as stated above, Defendants had, and
15 continue to have, company-wide policies and/or practices of understaffing while assigning
16 heavy workloads, including pressuring case manager employees to meet with clients a certain
17 number of times per month, which has resulted in a lack of meal period coverage and prevented
18 Plaintiff and class members from taking all timely, uninterrupted meal periods to which they
19 were entitled. Further, as stated, Defendants had a company-wide practice and/or policy of
20 failing to schedule meal periods, which further caused Plaintiff and class members to not be
21 relieved of their duties for compliant meal periods.

22 73. As a result, Plaintiff and class members had to work through all or part of their
23 meal periods, had their meal periods interrupted, and/or had to wait extended periods of time
24 before taking meal periods. For example, as stated, Plaintiff had to forgo and work through her
25 meal periods in order to fulfill her work duties. Additionally, Plaintiff took her meal periods
26 late, after the fifth hour of work, due to the lack of coverage and heavy workload, and due to
27 Defendants' requirement that employees complete outreach duties before taking their meal
28 periods. Plaintiff and class members did not sign valid meal period waivers on days that they

1 were entitled to meal periods and were not relieved of all duties.

2 74. Moreover, as stated, Defendants had, and continue to have, a company-wide
3 policy and/or practice of requiring that Plaintiff and class members respond to requests on
4 company-issued cellular phones, including during meal periods. For example, as stated,
5 Defendants' management and other employees interrupted Plaintiff's meal periods by
6 messaging her on her company-issued phone to request assistance. As a result, Defendants'
7 management contacted Plaintiff and class members on the phones during meal periods to discuss
8 work-related matters.

9 75. Second, as set forth above, because Defendants frowned upon employees
10 accruing meal period penalties, Defendants' management pressured employees to clock out for
11 meal periods to reflect compliant meal periods, regardless of whether they had received a
12 compliant meal period or not, in order to strictly limit the meal penalties that would need to be
13 paid by Defendants.

14 76. At all times herein mentioned, Defendants knew or should have known that, as a
15 result of these policies, Plaintiff and class members were prevented from being relieved of all
16 duties and were required to perform some of their assigned duties during meal periods.
17 Defendants further knew or should have known that Defendants did not pay Plaintiff and class
18 members all meal period premiums when meal periods were late, missed, shortened, or
19 interrupted.

20 77. Furthermore, Defendants engaged in a company-wide practice and/or policy of
21 not paying all meal period premiums owed when compliant meal periods were not provided.
22 Because of this practice and/or policy, Plaintiff and class members have not received premium
23 pay for missed, late, and interrupted meal periods. As a result, Defendants failed to provide
24 Plaintiff and class members compliant meal periods in violation of California Labor Code
25 sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

26 78. Defendants' conduct violates the applicable IWC Wage Order, and California
27 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
28 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular

1 rate of compensation for each work day that the meal period was not provided.

2 **FOURTH CAUSE OF ACTION**

3 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations**

4 **(Against all Defendants)**

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

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

10 81. At all relevant times, the applicable IWC Wage Order provides that "[e]very
11 employer shall authorize and permit all employees to take rest periods, which insofar as
12 practicable shall be in the middle of each work period" and that the "rest period time shall be
13 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
14 hours or major fraction thereof" unless the total daily work time is less than three and one-half
15 (3 ½) hours.

16 82. At all relevant times, California Labor Code section 226.7 provides that no
17 employer shall require an employee to work during any rest period mandated by an applicable
18 order of the California IWC. To comply with its obligation to authorize and permit rest periods
19 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
20 must "relinquish any control over how employees spend their break time, and relieve their
21 employees of all duties—including the obligation that an employee remain on call. A rest
22 period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
23 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California Labor Code
24 section 226.7(c), Plaintiff and class members are entitled to recover from Defendants one (1)
25 additional hour of pay at their regular rates of pay for each work day that a required rest period
26 was not authorized and permitted.

27 83. During the relevant time period, Defendants regularly failed to authorize and
28 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour

1 period worked or major fraction thereof. As with meal periods, Defendants' company-wide
2 practices, including understaffing and assigning heavy workloads, prevented Plaintiff and class
3 members from being relieved of all duty to take rest periods. Additionally, Defendants failed
4 to schedule rest periods, which, coupled with Defendants' failure to provide adequate rest period
5 coverage, further led to Plaintiff and class members not being authorized and permitted to take
6 rest periods.

7 84. Furthermore, upon information and belief, during the relevant time period,
8 Defendants maintained a company-wide on-premises rest period policy, which effectively
9 required that Plaintiff and class members remain on the work premises during their rest periods.
10 Because Plaintiff and class members were restricted from leaving the premises during rest
11 periods, they were denied the ability to use their rest periods freely for their own purposes, such
12 as running personal errands. Thus, Defendants effectively maintained control over Plaintiff and
13 class members during rest periods.

14 85. As a result of Defendants' practices and policies, Plaintiff and class members
15 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
16 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
17 throughout her employment, Plaintiff had to forgo most of her rest periods because Defendants
18 required employees to work through them. As a further example, Plaintiff's rest periods were
19 often interrupted by her supervisor messaging her about work-related matters on the company-
20 issued phone that she was required to monitor at all times.

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

27 87. Defendants' conduct violates the applicable IWC Wage Order and California
28 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled

1 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
2 compensation for each work day that a compliant rest period was not authorized and permitted.

3 **FIFTH CAUSE OF ACTION**

4 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 5 **Statements and Failure to Maintain Accurate Payroll Records** 6 **(Against all Defendants)**

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

9 89. At all relevant times herein set forth, California Labor Code section 226(a)
10 provides that every employer shall furnish each of his or her employees an accurate and
11 complete itemized wage statement in writing, including, but not limited to, the name and address
12 of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked,
13 and all applicable rates of pay.

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

21 91. Because Defendants did not accurately record the time Plaintiff and Subclass
22 members spent working off-the-clock and deducted time from their records for meal periods
23 that were interrupted and/or missed (and therefore time for which they should have been paid),
24 Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and
25 Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same reason,
26 Defendants failed to accurately list the total number of hours worked by Plaintiff and Subclass
27 members in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay
28 in effect during the pay period and corresponding accurate number of work hours worked at

1 each hourly rate in violation of section 226(a)(9).

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

10 93. California Labor Code section 1174(d) provides that “[e]very person employing
11 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
12 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
13 plants or establishments at which employees are employed, payroll records showing the hours
14 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
15 applicable piece rate paid to, employees employed at the respective plants or
16 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
17 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
18 members showing the daily hours they worked and the wages paid thereto as a result of failing
19 to record the off-the-clock hours that they worked.

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

1 in violation of section 1198.

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

6 **SIXTH CAUSE OF ACTION**

7 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon**
8 **Termination**
9 **(Against all Defendants)**

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

12 97. This cause of action is dependent upon, and wholly derivative of, the overtime
13 wages, minimum wages, meal and rest period premiums, and/or reporting time pay that were
14 not timely paid to Plaintiff and those class members no longer employed by Defendants upon
15 their termination.

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

23 99. During the relevant time period, Defendants willfully failed to pay Plaintiff and
24 class members who are no longer employed by Defendants the earned and unpaid wages set
25 forth above, including but not limited to, overtime wages, minimum wages, meal and rest period
26 premiums, and/or reporting time pay, either at the time of discharge, or within seventy-two (72)
27 hours of their leaving Defendants' employ.

28 100. Defendants' failure to pay Plaintiff and class members who are no longer

1 employed by Defendants their wages earned and unpaid at the time of discharge, or within
2 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
3 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
4 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
5 thirty (30) day maximum pursuant to California Labor Code section 203.

6 **SEVENTH CAUSE OF ACTION**

7 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During**
8 **Employment**
9 **(Against all Defendants)**

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

12 102. This cause of action is dependent upon, and wholly derivative of, the overtime
13 wages, minimum wages, meal and rest period premiums, and/or reporting time pay that were
14 not timely paid to Plaintiff and class members during their employment.

15 103. At all times relevant herein set forth, Labor Code section 204 provides that all
16 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
17 days, inclusive, of any calendar month, other than those wages due upon termination of an
18 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
19 the month during which the labor was performed. Labor Code section 204 further provides that
20 all wages earned by any person in any employment between the sixteenth (16th) and the last
21 day, inclusive, of any calendar month, other than those wages due upon termination of an
22 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
23 month.

24 104. At all times relevant herein, Labor Code section 204 provides that all wages
25 earned for labor in excess of the normal work period shall be paid no later than the payday for
26 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
27 204 provides that the requirements of this section are deemed satisfied by the payment of wages
28 for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7)

1 calendar days following the close of the payroll period.

2 105. During the relevant time period, Defendants willfully failed to pay Plaintiff and
3 class members all wages due including, but not limited to, overtime wages, minimum wages,
4 meal and rest period premiums, and/or reporting time pay, within the time periods specified by
5 California Labor Code section 204.

6 106. Defendants' failure to pay Plaintiff and class members all wages due violates
7 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from
8 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

9 **EIGHTH CAUSE OF ACTION**

10 **Violation of Labor Code § 1198 and California Code of Regulations Title 8, Section** 11 **11040 Subdivision 5(A)—Failure to Provide Reporting Time Pay** 12 **(Against all Defendants)**

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

15 108. California Labor Code section 1198 dictates that no employer may employ an
16 employee under conditions of labor that are prohibited by the applicable IWC Wage Order.
17 California Labor Code section 1198 further requires that “. . . the standard conditions of labor
18 fixed by the commission shall be the . . . standard conditions of labor for employees. The
19 employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

20 109. The applicable IWC Wage Order, California Code of Regulations, Title 8,
21 section 11040(5)(A), provides that “[e]ach workday an employee is required to report to the
22 work site and does report, but is not put to work or is furnished less than half said employee's
23 usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's
24 work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's
25 regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of
26 the reporting time regulation” is “to guarantee at least partial compensation for employees who
27 report to work expecting to work a specified number of hours, and who are deprived of that
28 amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v.*

1 *AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

2 110. During the relevant time period, Defendants violated California Labor Code
3 section 1198 and California Code of Regulations, Title 8, section 11040(5)(A), because
4 Defendants failed to pay Plaintiff and class members reporting time pay when they reported to
5 work for their usual or scheduled shift but were put to work for less than half of their usual or
6 scheduled day's work.

7 111. Defendants had a company-wide practice of sending Plaintiff and class members
8 home early from their shifts, including before they had worked at least half of their usual or
9 scheduled shift, but would not pay Plaintiff and class members for half of their usual or
10 scheduled shift. For example, when scheduled to work an eight (8) hour shift, Defendants'
11 managers sent Plaintiff home at the start of her shift. Although Plaintiff and class members
12 reported to work based on the schedule that was provided to them, Defendants would send them
13 home before they worked at least half of their usual or scheduled shifts. When this occurred,
14 Defendants did not pay Plaintiff and class members for at least half of their scheduled day's
15 work or the minimum reporting time pay.

16 112. Accordingly, Plaintiff and class members were not properly compensated with
17 reporting time pay in violation of California Labor Code section 1198 and California Code of
18 Regulations, Title 8, section 11040(5)(A). Plaintiff and class members are therefore entitled to
19 recover from Defendants unpaid wages and interest.

20 **NINTH CAUSE OF ACTION**

21 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses** 22 **(Against all Defendants)**

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

25 114. At all times herein set forth, California Labor Code section 2802 provides that
26 an employer must reimburse employees for all necessary expenditures and losses incurred by
27 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
28 to prevent employers from passing off their cost of doing business and operating expenses on

1 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
2 (2014).

3 115. During the relevant time period, Defendants, on a company-wide basis, required
4 that Plaintiff and class members use their own personal vehicles to travel to Defendants' other
5 offices. For example, for more than two months, instead of working from her usual office
6 location in Culver City, California, Plaintiff was required to travel from home to Defendants'
7 office located in Venice, California, which added more than 16 additional miles to her usual
8 commute roundtrip. Although Defendants required Plaintiff and class members to utilize their
9 personal vehicles to carry out their work-related responsibilities, Defendants failed to reimburse
10 them for their mileage or travel expenses.

11 116. Defendants could have provided Plaintiff and class members with company
12 vehicles, or, Defendants could have reimbursed employees for the cost of their mileage and
13 travel expenses. Instead, Defendants passed these operating costs onto Plaintiff and class
14 members.

15 117. Defendants' company-wide policy and/or practice of not reimbursing employees
16 for expenses necessarily incurred and passing on their operating costs to Plaintiff and class
17 members violates California Labor Code section 2802. Defendants have intentionally and
18 willfully failed to reimburse Plaintiff and class members for necessary business-related
19 expenses and costs.

20 118. Plaintiff and class members are entitled to recover from Defendants their
21 business-related expenses incurred during the course and scope of their employment, plus
22 interest.

23 **TENTH CAUSE OF ACTION**

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

25 **(Against all Defendants)**

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

28 120. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover

1 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
2 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198.
3 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil
4 penalties for violations of those Labor Code sections not found in section 2699.5, including
5 sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, 2802, and 2810.5.

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

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

- 1 (h) Violation of Labor Code section 204 for failure to pay all earned wages
2 during employment, as alleged herein;
- 3 (i) Violation of Labor Code section 1198 and the applicable IWC Wage
4 Order for failure to pay reporting time pay when Plaintiff and other
5 aggrieved employees were put to work for less than half of their usual or
6 scheduled shifts, as alleged herein;
- 7 (j) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
8 and other aggrieved employees for all business expenses necessarily
9 incurred, as alleged herein; and
- 10 (k) Violation of Labor Code section 2810.5 for failure to provide written
11 notice of information material to Plaintiff's and other aggrieved
12 employees' employment with Defendants, as set forth below.

13 122. At all relevant times herein, California's Wage Theft Prevention Act was enacted
14 to ensure that employers provide employees with basic information material to their
15 employment relationship at the time of hiring, and to ensure that employees are given written
16 and timely notice of any changes to basic information material to their employment. Codified
17 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
18 time of hiring, an employer must provide written notice to employees containing basic and
19 material payroll information, including, among other things, the rate(s) of pay and basis thereof,
20 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including
21 any rates for overtime, the regular payday designated by the employer, and any allowances
22 claims as part of the minimum wage, including meal or lodging allowances. Labor Code
23 § 2810.5(a)(1)(A)-(C).

24 123. At all relevant times, on information and belief, Defendants failed, on a
25 company-wide basis, to provide written notice to Plaintiff and other aggrieved employees that
26 lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
27 Specifically, Defendants failed to provide Plaintiff and other aggrieved employees with their
28 rate(s) of pay and basis thereof, in violation of section 2810.5(a)(1)(A). Instead, the wage theft

1 form that Defendants provided to Plaintiff contains blank spaces in the “Rate(s) of Pay,”
2 “Overtime Rate(s) of Pay,” and “Rate by (check box)” sections. Defendants’ failure to provide
3 Plaintiff and other aggrieved employees with written notice of basic information regarding their
4 employment with Defendants is in violation of Labor Code section 2810.5.

5 124. Therefore, Plaintiff and other aggrieved employees are therefore entitled to
6 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

7 **ELEVENTH CAUSE OF ACTION**

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

9 **Unlawful Business Practices**

10 **(Against all Defendants)**

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

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

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

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

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

- 27 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
28 class members, to work overtime without paying them proper

1 compensation in violation of California Labor Code sections 510 and
2 1198, and the applicable IWC Wage Order, as alleged herein;

3 (b) Failing to pay at least minimum wage to Plaintiff and class members in
4 violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1,
5 and 1198, and the applicable IWC Wage Order, as alleged herein;

6 (c) Failing to provide all meal periods to Plaintiff and class members in
7 violation of California Labor Code sections 226.7, 512(a), 516, and 1198,
8 and the applicable IWC Wage Order, as alleged herein;

9 (d) Failing to authorize and permit Plaintiff and class members to take all rest
10 periods in violation of California Labor Code sections 226.7, 516, and
11 1198, and the applicable IWC Wage Order, as alleged herein;

12 (e) Failing to provide Plaintiff and class members with accurate wage
13 statements and failing to maintain accurate payroll records in violation of
14 California Labor Code sections 226(a), 1174(d), and 1198, and the
15 applicable IWC Wage Order, as alleged herein;

16 (f) Failing timely to pay all earned wages to Plaintiff and class members in
17 violation of California Labor Code section 204, as alleged herein;

18 (g) Failing to pay reporting time pay in violation of California Labor Code
19 section 1198 and the applicable IWC Wage Order, as alleged herein;

20 (h) Failing to reimburse Plaintiff and class members for all business expenses
21 necessarily incurred in violation of California Labor Code section 2802,
22 as alleged herein; and

23 (i) Failing to provide written notice of information material to Plaintiff's and
24 class members' employment with Defendants in violation of California
25 Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

26 130. At all relevant times herein, California's Wage Theft Prevention Act was enacted
27 to ensure that employers provide employees with basic information material to their
28 employment relationship at the time of hiring, and to ensure that employees are given written

1 and timely notice of any changes to basic information material to their employment. Codified
2 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
3 time of hiring, an employer must provide written notice to employees containing basic and
4 material payroll information, including, among other things, the rate(s) of pay and basis thereof,
5 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including
6 any rates for overtime, the regular payday designated by the employer, and any allowances
7 claims as part of the minimum wage, including meal or lodging allowances. Labor Code
8 § 2810.5(a)(1)(A)-(C).

9 131. During the relevant time period, Defendants failed to provide Plaintiff and class
10 members with written notice that lists all the requisite information set forth in Labor Code
11 section 2810.5(a)(1)(A)-(C). Specifically, Defendants failed to provide Plaintiff and class
12 members with their rate(s) of pay and basis thereof, in violation of section 2810.5(a)(1)(A).
13 Instead, the wage theft form that Defendants provided to Plaintiff contains blank spaces in the
14 “Rate(s) of Pay,” “Overtime Rate(s) of Pay,” and “Rate by (check box)” sections. Defendants’
15 failure to provide Plaintiff and class members with written notice of basic information regarding
16 their employment is in violation of California Labor Code section 2810.5.

17 132. As a result of the violations of California law herein described, Defendants
18 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have
19 suffered pecuniary loss by Defendants’ unlawful business acts and practices alleged herein.

20 133. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
21 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
22 Defendants during a period that commences four years prior to the filing of the initial complaint;
23 a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
24 class members; and an award of attorneys’ fees pursuant to California Code of Civil Procedure
25 section 1021.5 and other applicable laws; and an award of costs.

26 ///

27 ///

28 ///

1 **TWELFTH CAUSE OF ACTION**

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

3 **Unfair Business Practices**

4 **(Against all Defendants)**

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

7 135. Defendants are “persons” as defined by California Business & Professions Code
8 section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or
9 associations.

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

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

25 138. A violation of California Business & Professions Code sections 17200, *et seq.*
26 may be predicated on any unfair business practice. In the instant case, Defendants’ policies and
27 practices have violated the spirit of California’s meal and rest period laws and constitute acts
28 against the public policy behind these laws.

139. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory benefits implemented by section 226.7 withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

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

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

Class Certification

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

As to the First Cause of Action

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

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

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

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to

California Labor Code section 1194(a); and

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

As to the Second Cause of Action

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

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

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

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

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

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

As to the Third Cause of Action

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

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

18. For all actual, consequential, and incidental losses and damages, according to proof;

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

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

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

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

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and class members to take all rest periods;

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

25. For all actual, consequential, and incidental losses and damages, according to proof;

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

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

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

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

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For injunctive relief pursuant to California Labor Code section 226(h);

- 1 33. For statutory penalties pursuant to California Labor Code section 226(e);
2 34. For attorneys' fees and costs pursuant to California Labor Code section
3 226(e)(1); and
4 35. For such other and further relief as the Court may deem equitable and
5 appropriate.

6 **As to the Sixth Cause of Action**

7 36. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
9 meal and rest period premiums, and/or reporting time pay owed at the time of termination of
10 the employment of Plaintiff and other terminated class members;

11 37. For all actual, consequential and incidental losses and damages, according to
12 proof;

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

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

17 40. For attorneys' fees pursuant to California Code of Civil Procedure section
18 1021.5, or as otherwise provided by law; and

19 41. For such other and further relief as the Court may deem equitable and
20 appropriate.

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

22 42. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime
24 wages, minimum wages, meal and rest period premiums, and/or reporting time pay during their
25 employment;

26 43. For all actual, consequential and incidental losses and damages, according to
27 proof;

28 44. For statutory penalties according to proof pursuant to California Labor Code

1 section 210;

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

4 46. For attorneys' fees pursuant to California Code of Civil Procedure section
5 1021.5, or as otherwise provided by law; and

6 47. For such other and further relief as the Court may deem equitable and
7 appropriate.

8 **As to the Eighth Cause of Action**

9 48. That the Court declare, adjudge and decree that Defendants violated California
10 Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A) by
11 failing to provide Plaintiff and class members with reporting time pay;

12 49. For all actual, consequential and incidental losses and damages, according to
13 proof;

14 50. For pre-judgment interest on any unpaid wages from the date such amounts were
15 due, or as otherwise provided by law; and

16 51. For such other and further relief as the Court may deem equitable and
17 appropriate.

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

19 52. That the Court declare, adjudge and decree that Defendants violated California
20 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related
21 expenses and costs incurred by Plaintiff and class members;

22 53. For unpaid business-related expenses and such general and special damages as
23 may be appropriate;

24 54. For pre-judgment interest on any unpaid business-related expenses from the date
25 such amounts were due, or as otherwise provided by law;

26 55. For all actual, consequential, and incidental losses and damages, according to
27 proof;

28 56. For attorneys' fees and costs pursuant to California Labor Code section 2802(c),

1 or as otherwise provided by law; and

2 57. For such other and further relief as the Court may deem equitable and
3 appropriate.

4 **As to the Tenth Cause of Action**

5 58. That the Court declare, adjudge and decree that Defendants violated the
6 following California Labor Code provisions as to Plaintiff and other aggrieved employees: 510
7 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and 1198
8 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198
9 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit
10 all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and
11 maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon
12 termination); 204 (by failing to timely pay all earned wages during employment); 1198 and the
13 applicable IWC Wage Order (by failing to provide reporting time pay); 2802 (by failing to
14 reimburse business expenses); and 2810.5 (by failing to provide notice of material terms of
15 employment);

16 59. For civil penalties pursuant to the California Labor Code, including sections 210,
17 226.3, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code sections
18 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198,
19 2802, and 2810.5;

20 60. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
21 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
22 sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1,
23 1198, 2802, and 2810.5;

24 61. For attorneys' fees and costs pursuant to California Labor Code section
25 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
26 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
27 1197, 1197.1, 1198, 2802, and 2810.5;

28 62. For pre-judgment and post-judgment interest as provided by law; and

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

As to the Eleventh Cause of Action

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

65. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

66. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

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

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

As to the Twelfth Cause of Action

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

17200, *et seq.*;

70. For restitution of the statutory benefits under section 226.7 unfairly withheld from Plaintiff and class members and prejudgment interest from the day such amounts were due and payable;

71. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

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

73. For pre-judgment and post-judgment interest as provided by law; and

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

Dated: September 20, 2024

Respectfully submitted,

Capstone Law APC

By: 

Bevin Allen Pike
Daniel S. Jonathan
Trisha K. Monesi
Shealene P. Mancuso

Attorneys for Plaintiff Cadeeja Cohns

EXHIBIT “1”

SAIRAH BUDHWANI
310.929.5455 Direct
Sairah.Budhwani@capstonelawyers.com

July 9, 2024

VIA ONLINE SUBMISSION

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

Subject: *Cadeeja Cohns v. St. Joseph Center*

Dear PAGA Administrator:

This office represents Cadeeja Cohns in connection with her claims under the California Labor Code. Ms. Cohns was an employee of ST. JOSEPH CENTER (“ST. JOSEPH”).

The employers may be contacted directly at the addresses below:

ST. JOSEPH CENTER
204 HAMPTON DRIVE
VENICE, CA 90291

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

ST. JOSEPH employed Ms. Cohns as an hourly paid, non-exempt Case Manager I and Peer Specialist from approximately March 2023 to March 2024. Ms. Cohns worked for ST. JOSEPH at its location in Culver City, California. During her employment, Ms. Cohns typically worked eight (8) or more hours per day and five (5) days per week. At the time her employment ended, Ms. Cohns was compensated approximately \$22.77 per hour. Her primary job duties as a Case Manager I included, without limitation, helping clients apply for public benefits and housing, providing mental health and substance abuse counseling, and assisting clients with job readiness tasks. Her primary job duties as a Peer Specialist included, without limitation, offering social services to the homeless population in the area.

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

ST. JOSEPH’s Company-Wide and Uniform Payroll and HR Practices

ST. JOSEPH CENTER is a California nonprofit corporation and a social service organization offering outreach, housing, mental health, and education & vocational programs at sites across Los Angeles County. Upon information and belief, ST. JOSEPH maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Venice, California for all non-exempt, hourly paid employees working for ST. JOSEPH in California, including Ms. Cohns and other aggrieved employees. At all relevant times, ST. JOSEPH issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Cohns and other aggrieved employees, regardless of their location or position.

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

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

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

ST. JOSEPH willfully failed to pay all overtime wages owed to Ms. Cohns and other aggrieved employees. During the relevant time period, Ms. Cohns and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in

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

excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, ST. JOSEPH had, and continues to have, a company-wide policy and/or practice of requiring Ms. Cohns and other aggrieved employees to perform tasks off-the-clock after their scheduled shifts and on days off. For example, Ms. Cohns was required to answer calls from her clients after her shifts and on days off, and communicate that information to her supervisors. ST. JOSEPH failed to track the time Ms. Cohns and other aggrieved employees spent working outside of their scheduled shifts, and Ms. Cohns and other aggrieved employees received no compensation for this time.

Second, during the relevant time period, ST. JOSEPH had, and continues to have, a company-wide policy and/or practice of understaffing, such that there were too few employees, such as case managers, to handle the workload, while also pressuring employees to meet quotas such as meeting with clients a certain number of times per month. ST. JOSEPH's policies and/or practices resulted in a failure to provide Ms. Cohns and other aggrieved employees with adequate meal period coverage, and thus, Ms. Cohns and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal. ST. JOSEPH also had a practice of failing to schedule meal periods, which further caused Ms. Cohns and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Cohns often had to clock out and work through her meal periods in order to fulfill ST. JOSEPH's requirement to meet with every client at least twice per month, in conjunction with spending half of her shifts conducting outreach outside of the office. As a further example, ST. JOSEPH's management and employees interrupted Ms. Cohns' meal periods by communicating with her on her company-issued cellular phone through the Microsoft Teams application and requesting her assistance due to understaffing. Consequently, Ms. Cohns and other aggrieved employees were required to work through and/or had their unpaid meal periods interrupted in order to complete their assigned duties, time for which they were not paid.

Third, ST. JOSEPH had, and continues to have, a policy and/or practice of requiring that Ms. Cohns and other aggrieved employees carry company-issued cellular phones and respond to requests at all times. As a result, ST. JOSEPH's management and employees contacted Ms. Cohns and other aggrieved employees on these phones during unpaid meal periods to discuss work-related matters. ST. JOSEPH knew or should have known that Ms. Cohns and other aggrieved employees were performing work while off-the-clock in order to meet ST. JOSEPH's expectations, but failed to compensate them for this time.

Fourth, because ST. JOSEPH frowned upon employees accruing meal period penalties, ST. JOSEPH's management pressured Ms. Cohns and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal penalties that would need to be paid by ST. JOSEPH. Thus, ST. JOSEPH did not record all hours worked during meal periods and Ms. Cohns and other aggrieved employees performed work during meal periods for which they were not paid.

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

of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Cohns and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

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

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

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

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

First, as set forth above, during the relevant time period, ST. JOSEPH had, and continues to have, a company-wide policy and/or practice of requiring Ms. Cohns and other aggrieved employees to perform work-related tasks while off-the-clock after their shifts and on days off, including communicating with clients and management. As a result, ST. JOSEPH failed to track this time that Ms. Cohns and other aggrieved employees spent working off-the-clock, and thus, Ms. Cohns and other aggrieved employees received no compensation for this time.

Second, as also set forth above, due to ST. JOSEPH's policies and/or practices of understaffing its locations while assigning heavy workloads, such as pressuring case manager employees to meet with clients a certain number of times per month, and failing to schedule meal periods, Ms. Cohns and other aggrieved employees were prevented from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Further, to limit the meal penalties that ST. JOSEPH would otherwise owe, ST. JOSEPH pressured Ms. Cohns and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, but required them to continue working, time for which they were not paid. Thus, ST. JOSEPH systematically failed to pay Ms. Cohns and other aggrieved employees for actual hours worked during meal periods, because these hours were not correctly recorded.

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

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

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

First, during the relevant time period, as stated above, ST. JOSEPH had, and continues to have, a company-wide policy and/or practice of understaffing while assigning heavy workloads, including pressuring case manager employees to meet with clients a certain number of times per month, which has resulted in a lack of meal period coverage and prevented Ms. Cohns and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Moreover, ST. JOSEPH also failed to schedule meal periods, which further caused Ms. Cohns and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, Ms. Cohns and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, as stated, Ms. Cohns had to forgo and work through her meal periods in order to fulfill her work duties. As a further example, as also stated, ST. JOSEPH's management and other employees interrupted Ms. Cohns' meal periods by messaging her on her company-issued phone to request assistance. Additionally, Ms. Cohns took her meal periods late, after the fifth hour of work, due to the lack of coverage and heavy workload, and due to ST. JOSEPH's requirement that employees complete outreach duties before taking their meal periods. Thus, ST. JOSEPH failed to provide Ms. Cohns and other aggrieved employees with compliant, 30-minute meal periods.

Moreover, as stated, ST. JOSEPH had, and continues to have, a company-wide policy and/or practice of requiring that Ms. Cohns and other aggrieved employees respond to requests on company-issued cellular phones, including during meal periods. As a result, ST. JOSEPH's management contacted Ms. Cohns and other aggrieved employees on their phones during meal periods to discuss work-related matters.

Second, as stated, because ST. JOSEPH frowned upon employees accruing meal period penalties, ST. JOSEPH's management pressured employees to record reflect compliant meal periods, even when they had not received compliant meal periods, in order to strictly limit the meal penalties that ST. JOSEPH would otherwise owe.

Third, ST. JOSEPH did not always provide Ms. Cohns and/or other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. Ms. Cohns and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, ST. JOSEPH knew or should have known that, as a result of these policies, Ms. Cohns and other aggrieved employees were prevented from being relieved of all duties and were required to perform some of their assigned duties during meal periods. ST. JOSEPH further knew or should have known that ST. JOSEPH did not pay Ms. Cohns and other aggrieved employees all meal period premiums when meal periods were late, missed, shortened, or interrupted.

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

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

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

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

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

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

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

As a result of ST. JOSEPH's practices and policies, Ms. Cohns and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, throughout her employment, Ms. Cohns had to forgo most of her rest periods because ST. JOSEPH required employees to work through them. As a further example, Ms. Cohns' rest periods were often interrupted by her supervisor messaging her about work-related matters on the company-issued phone that she was required to monitor at all times.

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

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

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

California Labor Code section 226(a) requires employers to make, keep, and provide true, accurate, and complete employment records. ST. JOSEPH has not provided Ms. Cohns and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any

employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

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

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

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

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

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

failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, ST. JOSEPH engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Cohns and other aggrieved employees, in violation of section 1198. Furthermore, in light of ST. JOSEPH’s failure to provide Ms. Cohns and/or other aggrieved employees with second 30-minute meal periods to which they were entitled, ST. JOSEPH kept no records of meal start and end times for second meal periods.

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

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

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

During the relevant time period, ST. JOSEPH willfully failed to pay Ms. Cohns and other aggrieved employees all wages due including, but not limited to, overtime wages; minimum wages; meal and rest period premiums; and/or reporting time pay, within the time periods specified by California Labor Code section 204.

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

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

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

During the relevant time period, ST. JOSEPH willfully failed to pay Ms. Cohns and other aggrieved employees who are no longer employed by ST. JOSEPH the earned and unpaid wages set forth above, including but not limited to, overtime wages; minimum wages; meal and rest period premiums; and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving ST. JOSEPH's employ.

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

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11040 Subdivision 5(A) – Failure to Pay Reporting Time Pay

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, section 11040(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, ST. JOSEPH violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A), because ST. JOSEPH failed to pay Ms. Cohns and other aggrieved employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the usual or scheduled day's work.

ST. JOSEPH had a company-wide practice of sending Ms. Cohns and other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Ms. Cohns and other aggrieved employees for half of their usual or scheduled shift. For example, when scheduled to work an eight (8) hour shift, ST. JOSEPH's managers sent Ms. Cohns home at the start of her shift. Although Ms. Cohns and other aggrieved employees reported to work based on the schedule that was provided to them, ST. JOSEPH would send them home before they worked at least half of their usual or scheduled shifts. Although Ms. Cohns and other aggrieved employees would report to work based on the schedule that ST. JOSEPH provided to them, ST. JOSEPH would send them home before they had worked at least half of their scheduled shifts without giving them reporting time pay.

Accordingly, Ms. Cohns and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A).

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

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

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

During the relevant time period, ST. JOSEPH, on a company-wide basis, required that Ms. Cohns and other aggrieved employees use their own personal vehicles to travel to ST. JOSEPH's other offices. For example, for more than two months, instead of working from her usual office location in Culver City, California, Ms. Cohns was required to travel from home to ST. JOSEPH's office located in Venice, California, which added more than 16 additional miles to her usual roundtrip commute. Although ST. JOSEPH required Ms. Cohns and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, ST. JOSEPH failed to reimburse them for their mileage or travel expenses.

ST. JOSEPH could have provided Ms. Cohns and other aggrieved employees with the actual tools for use on the job, such as company vehicles, or ST. JOSEPH could have reimbursed employees for the costs of their mileage and travel expenses. Instead, ST. JOSEPH passed these operating costs off onto Ms. Cohns and other aggrieved employees. At all relevant times, Ms. Cohns did not earn at least two (2) times the minimum wage.

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

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the 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.

ST. JOSEPH failed to provide Ms. Cohns and other aggrieved employees with written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Specifically, ST. JOSEPH failed to provide Ms. Cohns and other aggrieved employees with their rate(s) of pay and basis thereof, in violation of section 2810.5(a)(1)(A). Instead, the wage theft form that ST. JOSEPH provided to Ms. Cohns contains blank spaces in the “Rate(s) of Pay,” “Overtime Rate(s) of Pay,” and “Rate by (check box)” sections. ST. JOSEPH’s failure to provide Ms. Cohns and other aggrieved employees with written notice of basic information regarding their employment with ST. JOSEPH is in violation of Labor Code section 2810.5.

Ms. Cohns and other aggrieved employees are therefore entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

California Labor Code § 558(a)

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

Accordingly, Ms. Cohns seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Cohns, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against ST. JOSEPH for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

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

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

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

Best Regards,

A handwritten signature in black ink, reading "Sairah Budhwani". The signature is fluid and cursive, with a small dot at the end.

Sairah Budhwani

Copy: ST. JOSEPH CENTER (via U.S. Certified Mail)

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067



7022 2410 0000 2406 2235

ST. JOSEPH CENTER
204 HAMPTON DRIVE
VENICE, CA 90291

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ST. JOSEPH CENTER
204 HAMPTON DRIVE
VENICE, CA 90291



9590 9402 7690 2122 7180 03

2. Article Number (Transfer from service label)

7022 2410 0000 2406 2235

(over \$500)

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ Agent
☐ Addressee

Received by (Printed Name) C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

Postmark

ST. JOSEPH CENTER
204 HAMPTON DRIVE
VENICE, CA 90291

PS Form 3800, April 2013 PSN 7530-02-000-9051

See reverse for instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ST. JOSEPH CENTER
204 HAMPTON DRIVE
VENICE, CA 90291



9590 9402 7690 2122 7180 03

2. Article Number (Transfer from service label)

7022 2410 0000 2406 2235

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Signature]
 Received by (Printed Name)

- ☐ Agent
- ☐ Addressee

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

(over \$500)

Domestic Return Receipt

PROOF OF SERVICE

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

On **September 20, 2024**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Kensley A. Davis (SBN: 342075)
kensley.davis@jacksonlewis.com
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☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

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

☐ **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.

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

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **September 20, 2024**, at Los Angeles, California.

Xochitl Tapia

Type/Print Name



Signature