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BROOK BROOKS on behalf of
herself, all aggrieved employees, and the State
of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

BROOK BROOKS, individuals, on behalf of
herself, all aggrieved employees, and the State
of California as a Private Attorneys General,

Plaintiff,

vs.

UNDERSTANDING NEEDED
INTEGRATION, LLC, a California Limited
Liability Company, and DOES 1-50, inclusive,

Defendant.

Case No.: **24STCV28589**

REPRESENTATIVE ACTION

**Violation of the Private Attorneys General
Act of 2004, Cal. Labor Code §2698 *et seq.***

Plaintiff BROOK BROOKS brings this PAGA representative action complaint on behalf
of herself, all aggrieved employees, and the State of California as a Private Attorneys General, and
alleges as follows:

NATURE OF THE ACTION

1. Plaintiff BROOK BROOKS worked as an employee for Defendant UNDERSTANDING NEEDED INTEGRATION, LLC; and Does 1-50 (collectively “Defendant”). Defendant operates a support services company for adults with intellectual and developmental disabilities.

2. Plaintiff BROOK BROOKS worked for Defendant as a Direct Support Professional at its facilities located in Carson, California and Buena Park, California, for over a year, until her separation from employment on May 7, 2024. Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code §2698 *et seq.*, on a representative basis. All current and former hourly, nonexempt employees of Defendant within one year of serving notice on the LWDA to the present are aggrieved employees.

3. Defendant failed to comply with California Labor Code requirements due to erroneous, willful and intentional employment practices and policies. Plaintiff brings this representative action on behalf of herself, all other similarly situated aggrieved employees, and the State of California, based upon the claims articulated below. Plaintiff provided notice of her claims pursuant to §2698 *et seq.*, to the Labor and Workforce and Development Agency (“LWDA”) as illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day notice period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

4. Defendant has had a consistent policy and/or practice of: (1) failing to comply with California Law concerning payment of lawful wage for all hours worked, including overtime hours worked; (2) failing to pay all wages twice per month; (3) failing to pay minimum wages; (4) failing to pay wages due upon termination; (5) failing to provide uninterrupted meal breaks; (6) failing to provide rest breaks and adequate restroom breaks; (7) failure to provide suitable resting facilities; (8) failing to reimburse for required business expenses; and (9) failing to provide accurate itemized wage statements and record keeping violations. Defendant is therefore liable for civil penalties

1 under the Cal. Labor Code, including the Private Attorney General Act (“PAGA”), Labor Code
2 §2698 *et seq.*, as described more fully herein.

3 THE PARTIES

4 5. Plaintiff BROOK BROOKS is a resident of the State of California and worked for
5 Defendant until May 7, 2024.

6 6. Defendant UNDERSTANDING NEEDED INTEGRATION, LLC is a California
7 limited liability company authorized to do business and doing business in California with the
8 capacity to sue and to be sued, and doing business, in the county of Los Angeles, State of
9 California.

10 7. Plaintiff is unaware of the true names, capacities, relationships, and extent of
11 participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is
12 informed and believes and thereon alleges that said Defendant is legally responsible for the
13 wrongful conduct alleged herein and therefore sues Defendant by such fictitious names, Plaintiff
14 will amend this complaint when their true names and capabilities are ascertained.

15 8. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
16 indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees
17 of the representative class, and exercised control over their wages, hours, and working conditions.
18 Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects
19 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
20 plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable
21 to the other Defendants.

22 JURISDICTION AND VENUE

23 9. Venue is proper in this judicial district because each Defendant conducts business in this
24 county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees
25 in this case that arose in this county.

26 10. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of
27 the Superior Court and will be established according to proof at trial. Based on information,
28 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for

1 monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars
2 (\$25,000).

3 11. The California Superior Court has jurisdiction in this matter because Plaintiff is a
4 resident of California and Defendant is qualified to do business in California and regularly conduct
5 business in California. Further, there is no federal question at issue as the claims herein are based
6 solely on California law.

7 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

8 12. During the relevant time period, Defendant committed various violations of the
9 California Labor Code as alleged below in more detail. Defendant enforces multiple policies that
10 violate state law, which are intended to increase profits to the detriment of aggrieved employees.

11 13. This representative action represents over fifty current and former aggrieved
12 employees.

13 14. For at least one (1) year prior to the date of service notice on the LWDA, and continuing
14 to the present, Defendant engaged in unlawful employment practices that resulted in violations of
15 numerous Labor Code sections, as set forth more fully below.

16 15. Plaintiff and all current and former hourly, nonexempt employees within one year of
17 filing this action to the present are aggrieved employees within the meaning of Labor Code 2699,
18 *et seq.* (See Labor code §2699(c).)

19 16. Defendant, and each of them, have committed the following violations of the California
20 Labor Code:

21 **Failure to Pay For All Hours Worked, Including Overtime Hours Worked**

22 (Cal. Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 226, 510, 558, 1194,
23 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order 5)

24 17. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
25 incorporate said paragraphs herein by reference.

26 18. Section 2(K) of Wage Order 5 defines "hours worked" as "the time during which an
27 employee is subject to the control of an including all the time the employee is suffered or permitted
28 to work, whether or not required to do so." When employees like Plaintiff and her coworkers do

1 not receive payment for all hours worked as a result of unlawful employment practices the result
2 is that they are earning less than the statutory minimum wages for all hours worked.

3 19. Rounding. Plaintiff and aggrieved employees did not clock in and out for work. Instead,
4 Defendant required employees to sign a daily sign in sheet. Defendant also altered time records to
5 reduce hours worked. Rounding time entries, and failure to record and maintain copies of accurate
6 time entries, results in unpaid hours worked.

7 20. The California Supreme Court has rejected the *de minimis* argument frequently echoed
8 by employers, confirming that employees are entitled to payment for all hours (and minutes)
9 worked. California law will permit a “rounding policy only ‘if the rounding policy is fair and
10 neutral on its face and ‘it is used in such a manner that it will not result, over a period of time, in
11 failure to compensate the employees properly for all the time they have actually worked.’”
12 (*Troester v. Starbucks Corporation*, (2018) 5 Cal. 5th 829, 846, citing *See’s Candy*, 210
13 Cal.App.4th at p. 907.)

14 21. The policy utilized by Defendant is neither fair nor neutral, as it consistently shaved
15 time from Plaintiff and aggrieved employees’ hours worked, resulting in a failure to compensate
16 Plaintiff and aggrieved employees for all hours worked. Defendant rounds Plaintiff and aggrieved
17 employee timecards in a manner that favors Defendant and does not pay aggrieved employees for
18 all hours worked as a result of rounding practices.

19 22. Off-the-Clock Hours Worked. Defendant frequently called Plaintiff and aggrieved
20 employees during non-working hours on their personal cellular phones to discuss matters
21 concerning their employment, including task assignments and schedules. Plaintiff and aggrieved
22 employees were not paid for time spent communicating to Defendant during these calls.

23 23. Additionally, Defendant required Plaintiff and aggrieved employees to attend
24 mandatory meetings on their days off of work and were not compensated for attending these
25 meetings. Defendant is liable for PAGA penalties pursuant to Labor Code §2698 *et seq.*

26 24. Defendant’s conduct described herein violates Labor Code §§ 204, 223, 226, 1197 and
27 1198, and the Applicable Wage Orders. Therefore, pursuant to Labor Code §§ 203, 218.5, 226,
28 558, 1194 and 1194.2, Plaintiff and other Aggrieved Employees are entitled to recover damages

1 for the nonpayment of wages of all their worked hours in addition to penalties, attorneys' fees,
2 expenses, and costs of suit. As a result of these ongoing violations, Defendant is liable for, among
3 other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

4 **Failure to Pay All Wages Owed Twice Per Month**

5 (Cal. Labor Code §§204, 210, and 2698 *et seq.*)

6 25. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
7 incorporate said paragraphs herein by reference.

8 26. Defendant was required to pay Plaintiff and aggrieved employees all wages earned
9 twice during each calendar month pursuant to Labor Code §204(a).

10 27. Defendant failed to pay all wages earned to employees as a result of the unlawful
11 employment policies and practices discussed herein. As a result of these practices, employees were
12 underpaid for hours worked, including overtime and premium wages, and this underpayment
13 resulted in a failure to pay all wages owed twice per month.

14 28. Due to these failures, Defendant is liable under Labor Code §204, 210 and 2698 *et seq.*
15 for failure to pay wages as required by law.

16 **Failure to Pay Minimum Wage**

17 (Cal. Lab. Code §§226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

18 29. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
19 incorporate said paragraphs herein by reference.

20 30. Pursuant to Labor Code sections 1194, 1194.2, and 1197, it is unlawful for an employer
21 to suffer or permit a California employee to work without paying wages at the proper minimum
22 wage for all time worked as required by the applicable IWC Wage Order.

23 31. Defendant failed to pay Plaintiff and aggrieved employees for all hours worked as a
24 result of Defendant's practices described herein. Based on Defendant's unlawful conduct
25 described above, Plaintiff and aggrieved employees have been required to work off the clock and
26 have been paid zero wages for that time, clearly resulting in failure to pay for all hours worked,
27 including overtime, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Order.
28 Defendant is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

1 **Failure to Pay Wages Due Upon Termination**

2 (Cal. Labor Code §§ 201, 202, 203, 256 and 2698)

3 32. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
4 incorporate said paragraphs herein by reference.

5 33. An employee who is discharged must be paid all of his or her wages, including accrued
6 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set
7 forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to
8 Plaintiff at the time employment terminated. Defendant willfully failed to pay employees who are
9 no longer employed by it all compensation due upon termination of employment as required by
10 Cal. Lab. Code §§201 and 202. Plaintiff and similarly situated individuals are now entitled to
11 recover up to thirty (30) days' pay as waiting time under the terms of §203. Moreover, Defendant
12 is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

13 **Failure to Provide Uninterrupted Meal Breaks**

14 (Cal. Lab. Code §§226, 226.7, 512, 558, 1198, 2699 et seq.)

15 34. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
16 incorporate said paragraphs herein by reference.

17 35. During Plaintiff's employment, Defendant failed to maintain a compliant meal period
18 policy and practice. Defendant failed to provide all of its hourly employees with their right to take
19 an off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may not
20 employ an employee for a work period of more than five hours per day without providing the
21 employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o
22 employer shall require an employee to work during any meal... period mandated by an applicable
23 order of the Industrial Welfare Commission." Paragraph 11(A) of the Wage Orders provides, in
24 pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the
25 meal period shall be considered an 'on duty' meal period and counted as time worked." Labor
26 Code 1198 states that any violation of a wage order is a violation of the Labor Code.

27 36. Plaintiff and aggrieved employees almost always missed their meal periods. When
28 meal periods were provided, they would often be taken late or be interrupted. Additionally,

1 Plaintiff and the aggrieved employees were not permitted to leave the premises when taking their
2 meal breaks. Although Defendant may argue that the nature of the work exception permits on-duty
3 meal periods in this instance, adequate staffing and proper client to worker distribution would
4 permit compliant off-duty meal periods. For example, Plaintiff would frequently be assigned
5 multiple clients who all suffered from severe behavioral problems. Due to the clients' constant
6 demand, Plaintiff would be forced to take short meal breaks that would only last ten (10) minutes.

7 37. Meal periods were also noncompliant because Defendant altered timeclock entries for
8 meal periods so that they do not show a meal period violation. The California Supreme Court has
9 recently re-emphasized the importance of fully compliant meal periods, holding that employers
10 must record meal period time entries to the exact minute, prohibiting rounding or shaving time for
11 employee meal periods. (*Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 67.)

12 38. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because
13 Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard;
14 (2) did not adequately inform and train employees about their rights to meal periods and premium
15 payments for non-compliant meal periods; (3) did not adequately inform and train employees about
16 when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because
17 Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal
18 periods; and/or (5) because management at various levels, affecting all hourly, non-exempt
19 employees, refused to offer, permit, or enforce a lawfully compliant meal period policy. Plaintiff
20 and aggrieved employees were not paid a premium payment, paid as an hour's wage when meal
21 periods were not given to them in compliance with California law.

22 **Failure to Provide Rest Breaks & Adequate Restroom Facilities**

23 (Cal. Lab. Code §§226, 226.7, 512, 558, 1198, 2350, 2698 *et seq.*, 3457, 6712)

24 39. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
25 incorporates said paragraphs herein by reference.

26 40. Defendant has failed to maintain a compliant rest period policy and practice that
27 provides its employees with off-duty rest periods as required by California law. Plaintiff reports
28 that she and her co-workers never received rest periods requiring that they work straight through

1 their shifts. Additionally, Defendant failed to ensure adequate resting facilities and restrooms were
2 provided.

3 41. Rest periods were often either less than ten minutes, not provided, interrupted or late,
4 “on duty”, or not scheduled before and after a meal period for shifts greater than six hours, as
5 prescribed by California law because Defendant: (1) did not account for all hours worked that were
6 unaccounted for on their timecard; (2) did not adequately inform and train employees about their
7 rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately
8 inform and train employees about when, where and how to take timely and uninterrupted ten-
9 minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and
10 uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting
11 all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest
12 break policy.

13 42. Defendant chronically understaffed its facilities, failing to schedule a sufficient number
14 of employees for the ratio of patients which would allow Plaintiff and her coworkers to take rest
15 breaks.

16 43. Additionally, rest breaks did not comply with state laws as required by Labor Code
17 §226.7 because employees were not permitted to use the bathroom until they had someone look
18 after their client(s). Plaintiff and aggrieved employees were required to take their clients on public
19 outings outside of the main facility in order to allow the patients to eat lunch and walk around.
20 When on a public outing Plaintiff and aggrieved employees could not freely use the bathroom due
21 to the clients’ need to be constantly supervised. Although Defendant may argue that the nature of
22 the work, Plaintiff and aggrieved employees would frequently be solely assigned multiple clients
23 on these outings or have clients of different genders, making it impossible to take to use the
24 bathroom on a break or at any time.

25 44. Defendant did not authorize or permit all of its hourly employees to take at least a ten-
26 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
27 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and Wage Order 4-2001 11(A). When
28 breaks were missed, Defendant failed to pay the 1-hour penalty, as required. Because Defendant

1 violated the Wage Order, Defendant is liable under Labor Code §1198. As a result of these
2 violations, Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

3 **Failure to Provide Suitable Resting Facilities**

4 (Cal. Labor Code §§ 226.7, 1198, 2698 et seq)

5 45. Per section 13 of all applicable IWC Wage Orders, employees shall be provided with
6 suitable resting facilities. Section 13(B) of the Wage Orders provides: “Suitable resting facilities
7 shall be provided in an area separate from the toilet rooms and shall be available to employees
8 during work hours.”

9 46. Defendant’s locations/facilities are generally similar in layout and design, and there
10 was, and continue to be, space that allows for a resting facility that employees may use to cease
11 work and recover during meal or rest periods. Defendant could have aggrieved employees with a
12 resting facility within its facilities/locations with reasonable or no modification, but instead denied
13 and continue to deny, employees with suitable areas to rest (e.g. a breakroom). As a result,
14 aggrieved employees were forced to adjust to areas not conducive to resting, including but not
15 limited to leaning up against the wall, or search for facilities outside of Defendant’s premises which
16 are not designated or reserved for rest, such as their personal vehicles.

17 47. Defendant did not provide Plaintiff and aggrieved employees with suitable resting
18 facilities during their hours of work, particularly during meal and/or rest periods.

19 48. Defendant’s failure to provide suitable resting facilities to aggrieved employees
20 violated and continues to violate the applicable Wage Order, section 13(B) and the California
21 Labor Code, including but not limited to section 1198.

22 **Failure to Reimburse For Required Business Expenses**

23 (Cal. Lab. Code §§21198, 2802, 2699)

24 49. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
25 incorporate said paragraphs herein by reference.

26 50. Labor Code §2802 requires employers to indemnify employees for necessary
27 expenditures or losses incurred by employees in direct consequence of discharge of duties. Here,
28 Plaintiff and aggrieved employees were required to use their personal cell phones for work

1 purposes. Employees were expected to regularly communicate using their personal cell phones to
2 discuss their work tasks and work schedule. In addition to requiring employees to use their personal
3 phones while on the clock, Employer also required Plaintiff and aggrieved employees to frequently
4 use their personal vehicles for business purposes without receiving any mileage reimbursement.

5 51. Additionally, Plaintiff and aggrieved employees frequently had to purchase their
6 personal protective equipment whenever Employer ran out of protective equipment. Employer
7 failed to reimburse Plaintiff or aggrieved employees for any of the above expenses.

8 **Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping**
9 **Requirements**

10 (Cal. Labor Code §§6226, 1174, 1174.5, 2698 *et seq.*)

11 52. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
12 incorporate said paragraphs herein by reference.

13 53. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
14 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226
15 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
16 aggrieved employees, and the records maintained by Defendant, have not accurately reflected
17 actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all
18 hours worked, and overtime pay, and pay for meal and rest period premium wages. Wage
19 statements further fail to state the true name and address of the legal entity that is the employer.

20 54. §226 (a) requires:

21 A. An employer, semimonthly or at the time of each payment of wages,
22 shall furnish to his or her employee, either as a detachable part of the check,
23 draft, or voucher paying the employee's wages, or separately if wages are paid
24 by personal check or cash, an accurate itemized statement in writing showing
25 (1) gross wages earned, (2) total hours worked by the employee, except as
26 provided in subdivision (j), (3) the number of piece-rate units earned and any
27 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
28 deductions, provided that all deductions made on written orders of the employee

1 may be aggregated and shown as one item, (5) net wages earned, (6) the
2 inclusive dates of the period for which the employee is paid, (7) the name of the
3 employee and only the last four digits of his or her social security number or an
4 employee identification number other than a social security number, (8) the
5 name and address of the legal entity that is the employer and, if the employer is
6 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
7 and address of the legal entity that secured the services of the employer, and (9)
8 all applicable hourly rates in effect during the pay period and the corresponding
9 number of hours worked at each hourly rate by the employee...

10 55. Defendant failed to record the true start and end times of Plaintiff and aggrieved
11 employees by failing to provide their employees with an official time sheet.

12 56. Such failures caused injury to Plaintiff and others, by, among other things, impeding
13 them from knowing the total hours worked and the amount of wages to which they are and were
14 entitled. Defendant knowingly and intentionally failed to accurately itemize the gross wages
15 earned, net wages earned, and total hours worked. Defendant is liable for civil penalties pursuant
16 to Labor Code § 2698 *et seq.*

17 57. Finally, Defendant has violated Labor Code §432.5 by forcing Plaintiff and aggrieved
18 employees to sign employment-related contracts and documents that contained unlawful terms of
19 employment.

20 **FIRST CAUSE OF ACTION**

21 **Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)**

22 **(California Labor Code §2698 *et seq.*)**

23 58. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
24 incorporate said paragraphs herein by reference.

25 59. Plaintiff is an “aggrieved employee” under PAGA, as she was employed by Defendant
26 during the applicable statutory period and suffered one or more of the Labor Code violations set
27 forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and
28

1 former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable
2 attorneys' fees and costs.

3 60. Plaintiff seeks to recover the PAGA civil penalties through a representative action
4 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
5 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

6 61. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
7 Code provisions:

- 8 a. Failure to Pay for All Hours Worked, Including Overtime Hours Worked (Cal.
9 Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 226, 510, 558,
10 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order 5);
- 11 b. Failure to Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§204, 210, and
12 2698 *et seq.*)
- 13 c. Failure to Pay Minimum Wage (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194,
14 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*);
- 15 d. Failure to Pay Wages Due Upon Termination (Cal. Labor Code §§ 201, 202, 203,
16 256 and 2698 *et seq.*);
- 17 e. Failure to Provide Uninterrupted Meal Breaks (Cal. Labor Code §§226, 226.7, 512,
18 558, 1198, 2699 *et seq.*);
- 19 f. Failure to Provide Rest Breaks and Adequate Restroom Breaks (Cal. Labor Code
20 §§226, 226.7, 512, 558, 1198, 2698 *et seq.*, 3457, 6712);
- 21 g. Failure to Provide Suitable Resting Facilities (Cal. Labor Code §§ 226.7, 1198,
22 2698 *et seq.*);
- 23 h. Failure to Reimburse for Required Business Expenses (Cal. Labor Code §§ 1198,
24 2802 and 2699 *et seq.*); and
- 25 i. Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code §§ 226,
26 1174, 1174.5, 2699 *et seq.*).

27 62. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil
28 penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per

aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of Labor Code §226(a).

63. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid, and one hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid.

64. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

65. Plaintiff and the other current and former employees of Defendant are aggrieved employees. They were or are employed by Defendant, and each of them, and the violations alleged herein were committed against them. Plaintiff brings this action on behalf of herself and all other current and former aggrieved employees.

66. At the time of each violation, Defendant employed one or more employees.

67. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be determined at trial, pre-judgment interest, costs and attorneys' fees.

68. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and Workforce Development Agency ("LWDA") and served by certified mail upon Defendant, Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions that Defendant has violated. The LWDA did not respond to Plaintiff's Notice within the statutory timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code §2699.3, Plaintiff may now pursue their PAGA claims in this action on behalf of aggrieved employees and the State of California.

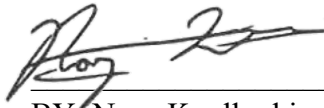
1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for
3 judgement against Defendant as follows:

- 4 1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be
5 determined at trial, but at least the jurisdictional amount of this Court;
- 6 2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g)
7 and/or other applicable law;
- 8 3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable
9 law;
- 10 4. Pre-judgement and post-judgement interest as provided by law; and
- 11 5. Such other and further relief that the Court may deem just and proper.
- 12

13 DATED: October 31, 2024

KOUL LAW FIRM, APC

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17 BY: Nazo Koulloukian, Esq.
18 Attorneys for Plaintiff BROOK BROOKS, and all
aggrieved employees

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EXHIBIT 1



Nazo@Koullaw.com

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F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

August 27, 2024

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Understanding Needed Integration, LLC
637 East Albertoni Street, Suite 110
Carson, CA 90746

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimants: Brook Brooks
Employer: Understanding Needed Integration, LLC

Dear Sir or Madam:

Claimant Brook Brooks has retained Nazo Koulloukian, Esq. of the KOUL LAW FIRM, APC to represent her, and all other aggrieved employees, for wage and hour claims against her former employer, Understanding Needed Integration, LLC (hereafter “Employer”).

Claimant’s proposed PAGA representative action would represent numerous non-exempt, hourly aggrieved employees in California. Claimant worked for Employer as an hourly employee from February 2023 until May 2024.

Employer has violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Cal. Labor Code §2698 *et seq.* We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, on behalf of the Labor and Workforce and Development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Cal. Lab. Code §2699.3.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order 5)

Section 2(K) of Wage Order 5 defines “hours worked” as “the time during which an employee is subject to the control of an including all the time the employee is suffered or permitted to work, whether or not required to do so.” Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period.

Rounding

Claimant and aggrieved employees did not clock in and out for work. Instead, Employer required employees to sign a daily sign in sheet. Employer also altered time records to reduce hours worked. Rounding time entries, and failure to record and maintain copies of accurate time entries, results in unpaid hours worked.

The California Supreme Court has rejected the *de minimis* argument frequently echoed by employers, confirming that employees are entitled to payment for all hours (and minutes) worked. California law will permit a “rounding policy only ‘if the rounding policy is fair and neutral on its face and ‘it is used in such a manner that it will not result, over a period of time, in failure to compensate the employees properly for all the time they have actually worked.’” (*Troester v. Starbucks Corporation*, (2018) 5 Cal. 5th 829, 846, citing *See’s Candy*, 210 Cal.App.4th at p. 907.) The policy utilized by Employer is neither fair nor neutral, as it consistently shaved time from Claimant and aggrieved employees’ hours worked, resulting in a failure to compensate Claimant and aggrieved employees for all hours worked.

Off-the-Clock Hours Worked

Claimant and aggrieved employees were frequently contacted during non-working hours on their personal cell phones to discuss matters concerning their employment, including task assignments and schedules. Claimant and aggrieved employees were not paid for time spent communicating to their employer during these calls.

Additionally, Employer required Claimant and aggrieved employees to attend mandatory meetings on their days off of work and were not compensated for attending them. Employer is liable for PAGA penalties pursuant to Labor Code §2698 *et seq.*

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer's practices described above, including suffering or permitting employees to work off the clock. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 256 and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated. Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.

Claimant, for example, was not paid for the work she did off the clock nor received any mileage reimbursement. This amount remained due and owing to Claimant at the time her employment terminated and has yet to be paid.

Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days of pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et seq.*

Failure to Provide Uninterrupted Meal Breaks

Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*

During Claimant's employment, Employer failed to maintain a compliant meal period policy and practice. Employer failed to provide all of its hourly employees with their right to take an off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the

employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission.” Paragraph 11(A) of the Wage Orders provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.” Labor Code 1198 states that any violation of a wage order is a violation of the Labor Code.

Although Employer may argue that the nature of the work exception permits on-duty meal periods in this instance, adequate staffing and proper client to worker distribution would permit compliant off-duty meal periods.

Claimant, for example, would frequently be assigned multiple clients who all suffered from severe behavioral problems. Due to the clients’ constant demand, Claimant would be forced to take short meal breaks that would only last ten (10) minutes. Additionally, meal breaks for Claimant and aggrieved employees were frequently taken late or interrupted.

Meal periods were also noncompliant because Employer altered timeclock entries for meal periods so that they do not show a meal period violation. Our Supreme Court has recently re-emphasized the importance of fully compliant meal periods, holding that employers must record meal period time entries to the exact minute, prohibiting rounding or shaving time for employee meal periods. (*Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 67.)

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy. Employees were not paid a premium payment, paid as an hour’s wage when meal periods were not given to them in compliance with California law.

Failure to Provide Rest Breaks and Adequate Restroom Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2350, 2698 et seq., 3457, 6712)

Employer has failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law.

Claimant reports that she and her co-workers never received rest periods requiring that they work straight through their shifts. Additionally, Employer failed to ensure adequate resting facilities were provided.

Rest periods were either less than ten minutes, not provided, interrupted or late, “on duty”, or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

Employer chronically understaffed its facilities, failing to schedule a sufficient number of employees for the ratio of patients which would allow Claimant and her coworkers to take rest breaks.

Additionally, rest breaks did not comply with state laws as required by Labor Code §226.7 because employees were not permitted to use the bathroom until they had someone look after their client(s). Claimant and aggrieved employees were required to take their clients on public outings outside of the main facility in order to allow the patients to eat lunch and walk around. When on a public outing Claimant and aggrieved employees could not freely use the bathroom due to the clients’ need to be constantly supervised. Although Employer may argue that the nature of the work, Claimant and aggrieved employees would frequently be solely assigned multiple clients on these outings or have clients of different genders, making it impossible to take to use the bathroom on a break or at any time.

Employer failed to pay Claimant and similarly situated employees the premium compensation (one hour of pay at the employee’s regular rate of pay for missed or untimely rest periods) mandated by Labor Code §226.7 (b) for these noncompliant rest periods. Rest period violations occurred often; however, no rest period penalty pay is listed on any paystubs. Pursuant to Labor Code §1198, “the employment of any employee... under conditions of labor prohibited by the order is unlawful.” Accordingly, because Employer violated Wage Order provisions requiring rest breaks, Employer violated §1198. As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.* As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required rest period penalties, thus failing the requirements of Labor Code §226(a), resulting in further liability under Cal. Labor Code §§ 558 and 2698 *et. seq.*

Failure to Provide Suitable Resting Facilities

(Cal. Labor Code §§ 226.7, 1198, 2698 *et seq*)

Per section 13 of all applicable IWC Wage Orders, employees shall be provided with suitable resting facilities. Section 13(B) of the Wage Orders provides: “Suitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.”

Employer’s locations/facilities are generally similar in layout and design, and there was, and continue to be, space that allows for a resting facility that employees may use to cease work and recover during meal or rest periods. Employer could have provided employees with a resting facility within the facilities/locations with reasonable or no modification, but instead denied and continue to deny, employees with suitable areas to rest (e.g. a breakroom). As a result, employees were forced to adjust to areas not conducive to resting, including but not limited to leaning up against the wall, or search for facilities outside of Employer’s premises which are not designated or reserved for rest, such as their personal vehicles.

Employer did not provide employees with suitable resting facilities during their hours of work, particularly during meal and/or rest periods.

Employer’s failure to provide suitable resting facilities to aggrieved employees violated and continues to violate the applicable Wage Order, section 13(B) and the California Labor Code, including but not limited to section 1198.

Failure to Reimburse For Required Business Expenses

(Cal. Labor Code §§ 1198, 2802, 2698 *et seq.*)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of discharge of duties. Here, Claimant and aggrieved employees were required to use their personal cell phones for work purposes on their days off. Employees were expected to regularly communicate using their personal cell phones to discuss their work tasks and work schedule. In addition to requiring employees to use their personal phones while on the clock, Employer also required Claimant and aggrieved employees to frequently use their personal vehicles for business purposes without receiving any mileage reimbursement.

Additionally, Claimant and aggrieved employees frequently had to purchase their personal protective equipment whenever Employer would run out of protective equipment. Employer failed to reimburse Claimant or aggrieved employees for any of the above expenses.

Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements

(Cal. Labor Code §§ 226, 1174, 1174.5, 2698 *et seq*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d). Wage statements issued to Claimant and aggrieved employees fail to reflect the actual hours due to unlawful timekeeping and rounding policies, including overtime hours, worked by employees. Wage statements also fail to state meals and rest premium wages, and reimbursements for business expenses.

Employer failed and continue to fail, to record the true start and end times of Claimant and aggrieved employees by failing to provide their employees with an official time sheet.

Such failures caused injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to list all the items described above. Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq*.

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment-related contracts and documents, including documents that contained unlawful terms of employment.

Conclusion

Employer has violated a number of California wage and hour laws. Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform her if it does not intend to investigate these violations so that she may pursue her claims as a representative action in civil court.

Respectfully submitted,



Nazo Koulloukian, Esq.
Attorneys for Claimant