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 JAMIE RAMIRES

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

JAMIE RAMIRES, individually and on behalf of
 others similarly situated,

Plaintiff,

vs.

BRIGHT STAR SCHOOLS; and DOES 1
 through 25, inclusive,

Defendants.

Case No.: 23STCV15490

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

- (1) Violation of Cal. Labor Code §§ 1194,
 1197 and 1197.1 (Unpaid Minimum
 Wages)**
- (2) Violation of Cal. Labor Code §§ 510
 and 1198 (Unpaid Overtime)**
- (3) Violation of Cal. Labor Code §§ 226.7
 and 512(a) (Unpaid Meal Period
 Premiums)**
- (4) Violation of Cal. Labor Code § 226.7
 (Unpaid Rest Period Premiums)**
- (5) Violation of Cal. Labor Code §§ 204
 and 210 (Wages Not Timely Paid
 During Employment)**

FILED
 Superior Court of California
 County of Los Angeles
 02/11/2025
 David W. Stryker, Executive Officer / Clerk of Court
 By: K. Benavides Deputy

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- (6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)**
- (7) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid)**
- (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)**
- (9) Violation of Cal. Business & Professions Code § 17200, *et seq.***
- (10) Violation of Cal. Labor Code § 2699, *et seq.* (Private Attorneys General Act)**

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff JAMIE RAMIRES (“Plaintiff”), individually and on behalf of all members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Labor Code Private Attorneys General Act, and alleges as follows against Defendants BRIGHT STAR SCHOOLS; and DOES 1 through 25, inclusive (“Defendants”):

JURISDICTION AND VENUE

1. This is a class action brought pursuant to California Code of Civil Procedure section 382.

2. The monetary damages, restitution, statutory penalties, and other applicable legal and equitable relief sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

4. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. Further, no federal question is at issue because the claims asserted herein are based solely on California law.

5. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business throughout the State of California, including in the County of Los Angeles. The majority of the acts, events, and violations alleged herein relating to Plaintiff occurred throughout the state of California, including in the County of Los Angeles.

THE PARTIES

At all times herein mentioned, Plaintiff JAMIE RAMIRES was a resident of the State of California.

6. At all times herein mentioned, Defendant BRIGHT STAR SCHOOLS was and is, an employer organized under the laws of the State of California, who does business throughout the state

of California, with locations throughout the state of California, and whose employees are engaged throughout this county and the State of California, including throughout the County of Los Angeles.

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

8. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to BRIGHT STAR SCHOOLS and/or DOES 1 through 25, 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 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 represent and were in accordance with Defendants' official policy.

9. At all relevant times, Defendants were the employers of Plaintiff within the meaning of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

10. Defendants had the authority to hire and terminate Plaintiff and the other class members, to set work rules and conditions governing Plaintiff and the other class members' employment, and to supervise their daily employment activities.

11. Defendants exercised sufficient authority over the terms and conditions of Plaintiff and the other class members' employment for them to be joint employers of Plaintiff and the other class members.

12. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

13. Defendants continue to employ hourly paid and/or non-exempt employees within the State of California.

14. 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

1 alleged.

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

5 **GENERAL ALLEGATIONS**

6 16. Plaintiff worked for Defendants from approximately June 2018 through approximately
7 August 2019. Defendants employed Plaintiff as an ELD instructional assistant, where Plaintiff
8 performed various teachers' aide styled duties such as translating, interpreting, helping students with
9 homework, and various general duties in assisting students and teachers. Plaintiff worked at different
10 locations for Defendants in Los Angeles County including at 2646 South Mansfield Avenue, Los
11 Angeles, California, 90016, and at 4301 West Martin Luther King, Jr. Boulevard, Los Angeles,
12 California, 90008.

13 17. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in a
14 pattern and practice of wage abuse against their hourly-paid or non-exempt employees. As set forth in
15 more detail below, this pattern and practice of wage abuse involved, *inter alia*, requiring Plaintiff and
16 the class members to work off-the-clock without compensation, failing to properly pay overtime wages
17 and minimum wages for all hours worked, failing to provide all meal and rest breaks to which they
18 were entitled, failing to timely pay wages during employment and upon termination of employment,
19 failing to provide accurate wage statements, failing to reimburse necessary business-related expenses
20 and failing to adhere to other related protections afforded by the California Labor Code and applicable
21 Industrial Welfare Commission Wage Order.

22 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
23 should have known that pursuant to California Labor Code sections 1194, 1197, 1197.1, and the
24 applicable IWC Wage Order, that Plaintiff and the other class members were entitled to receive at
25 least minimum wages for all hours worked and that they were not receiving minimum wages for all
26 hours worked.

27 19. Defendants also implemented policies that prohibited Plaintiff and the class members
28 from accurately recording the actual time worked, resulting in a failure to pay Plaintiff and the other

1 class members all wages owed.

2 20. Plaintiff and the other class members worked over eight (8) hours in a day, and/or
3 forty (40) hours in a week during their employment with Defendants.

4 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
5 should have known that pursuant to California Labor Code sections 510 and 1198, and the applicable
6 IWC Wage Order, Plaintiff and the other class members were entitled to receive certain wages for
7 overtime compensation and that they were not receiving certain wages for overtime compensation.

8 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
9 should have known that pursuant to California Labor Code sections 226.7 and 512, and the applicable
10 IWC Wage Order, Plaintiff and the other class members were entitled to receive a meal period or
11 payment of one (1) additional hour of pay at their regular rate of compensation when they were not
12 provided with an uninterrupted meal period of no less than thirty (30) minutes for a work period of
13 more than five hours per day and that Plaintiff and the other class members were entitled to receive a
14 second meal period or payment of one (1) additional hour of pay at their regular rate of compensation
15 when they were not provided with an uninterrupted second meal period of no less than thirty (30)
16 minutes for a work period of more than ten (10) hours per day. However, Plaintiff and the other class
17 members did not receive all meal periods or payment of one (1) additional hour of pay at their regular
18 rate of compensation when a meal period was missed, shortened, taken late, and/or interrupted.

19 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
20 should have known that pursuant to California Labor Code section 226.7 and the applicable IWC
21 Wage Order, Plaintiff and the other class members were entitled to receive all rest periods or payment
22 of one (1) additional hour of pay at their regular rate of compensation when they were not provided
23 with an uninterrupted rest period of no less than ten (10) minutes for every four hours, or major fraction
24 thereof, worked. However, Plaintiff and the other class members did not receive all rest periods or
25 payment of one (1) additional hour of pay at their regular rate of compensation when a rest period was
26 missed, shortened, taken late, and/or interrupted.

27 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
28 should have known that they were required to timely pay all wages owed to Plaintiff and the other

1 class members at the correct rate of pay.

2 25. Throughout the time period involved in this case, Defendants regularly failed to pay
3 Plaintiff and the class members all wages within any time permissible under California law, including,
4 *inter alia*, California Labor Code section 204. Defendants knew or should have known that Plaintiff
5 and the class members were entitled to receive all wages owed to them during their employment.
6 Plaintiff and the class members did not receive payment of all wages, including overtime
7 compensation, minimum wages, and meal and rest period premiums.

8 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
9 or should have known that they were required to provide Plaintiff and the other class members with
10 complete and accurate itemized wage statements pursuant to California Labor Code section 226(a)
11 but failed to do so.

12 27. Throughout the time period involved in this case, Defendants regularly failed to keep
13 complete or accurate payroll records for Plaintiff and the class members. Defendants knew or should
14 have known that Defendants were required to keep complete and accurate payroll records for Plaintiff
15 and the class members in accordance with California law, but, in fact, did not keep complete and
16 accurate payroll records.

17 28. Throughout the time period involved in this case, Defendants regularly failed to
18 maintain accurate records relating to Plaintiff's and the class members' work periods, meal periods,
19 total daily hours, hours per pay period, and applicable pay rates.

20 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
21 should have known that Plaintiff and the other class members were entitled to receive all wages upon
22 termination of employment, including, without limitation, overtime wages, minimum wages, meal
23 period premium wages, and rest period premium wages, and that they did not receive payment of all
24 wages upon termination of employment in violation of California Labor Code sections 201 and 202.

25 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
26 should have known pursuant to California Labor Code sections 2800 and 2802 that Plaintiff and the
27 other class members were entitled to reimbursement for necessary business-related expenses, but, in
28 fact, did not reimburse them for necessary business-related expenses.

1 31. Throughout the time period involved in this case, Defendants knew or should have
2 known that they had a duty to compensate Plaintiff and the class pursuant to California law.
3 Defendants had the financial ability to pay such compensation, but willfully, knowingly, and
4 intentionally failed to do so, in order to increase Defendant's profits.

5 **CLASS ACTION ALLEGATIONS**

6 32. Plaintiff brings this lawsuit as a class action on behalf of herself and all others similarly
7 situated, as members of a proposed class pursuant to California Code of Civil Procedure section
8 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance, and
9 superiority requirements under California Code of Civil Procedure section 382.

10 33. The proposed class is defined as follows:

11 **All current and former hourly-paid and/or non-exempt employees**
12 **who worked for Defendants in the State of California at any time**
13 **during the period from four years prior to the date of the filing of**
14 **this Complaint until final judgment.**

15 34. Plaintiff reserves the right to establish additional subclasses as appropriate.

16 35. There is a well-defined community of interest in the litigation and the Class is easily
17 ascertainable.

18 36. The Class is so numerous that the individual joinder of all its members is impracticable.
19 While the exact number and identities of class members are unknown to Plaintiff at this time, the exact
20 numbers of class members and their identities can be ascertained through appropriate discovery from
21 records maintained by Defendants and their agents.

22 37. Common questions of fact and law exist as to all class members, which predominate
23 over any questions affecting only individual members of the Class. The common legal and factual
24 questions which do not vary from class member to class member, and which may be determined
25 without reference to the individual circumstances of any class member include, but are not limited to,
26 the following:

- 27 i. Whether Defendants had a policy and practice of failing to pay minimum wages to
28 Plaintiff and the other class members for all hours worked;

- ii. Whether Defendants had a policy and practice of failing to pay overtime wages to Plaintiff and the other class members for all overtime hours worked;
- iii. Whether Defendants had a policy and practice of failing to provide meal periods to Plaintiff and the other class members;
- iv. Whether Defendants had a policy and practice of failing to provide rest periods to Plaintiff and the other class members;
- v. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in the State of California for all hours worked, and for all missed, short, late, and/or interrupted meal periods and rest breaks;
- vi. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- vii. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- viii. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- ix. Whether Defendants failed to comply with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- x. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- xi. Whether Defendants' conduct was willful or reckless;
- xii. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*;
- xiii. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- xiv. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

38. Plaintiff's claims are typical of the claims of the Class, and Plaintiff's interests are coincident with and not antagonistic to those of the other class members Plaintiff seeks to

1 represent. Plaintiff will fairly and adequately protect the interests of the members of
2 the Class. Plaintiff has retained attorneys experienced in the prosecution of class actions and Plaintiff
3 intends to prosecute this action vigorously.

4 39. A class action is superior to other available methods for the fair and efficient
5 adjudication of this controversy since individual litigation of the claims of all class members is
6 impracticable. Even if every class member could afford individual litigation, the court system could
7 not. It would be unduly burdensome on the courts in which individual litigation of numerous cases
8 would proceed. Individualized litigation would also present the potential for varying, inconsistent or
9 contradictory judgments and would magnify the delay and expense to all parties and to the court
10 system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of
11 this action as a class action, with respect to some or all of the issues presented in this Complaint,
12 presents fewer management difficulties, conserves the resources of the parties and of the court system,
13 and protects the rights of each class member.

14 40. Certification of this lawsuit as a class action will advance public policy
15 objectives. Employers of this great state violate employment and labor laws every day. Current
16 employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However,
17 class actions provide the class members who are not named in the complaint anonymity that allows
18 for the vindication of their rights.

19 **PAGA ALLEGATIONS**

20 41. At all times set forth herein, PAGA applied to Plaintiff's employment with Defendants.

21 42. PAGA provides that any provision of law under the California Labor Code that
22 provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected
23 by the California Labor & Workforce Development Agency ("LWDA") for violations of the California
24 Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved
25 employee on behalf of himself and other current or former employees pursuant to procedures outlined
26 in California Labor Code section 2699.3.

27 43. Pursuant to PAGA, a civil action may be brought by an "aggrieved employee," who is
28 any person that was employed by the alleged violator and against whom one or more of the alleged

1 violations was committed.

2 44. Plaintiff was employed by Defendants and the alleged violations were committed
3 against Plaintiff during Plaintiff's time of employment with Defendants and Plaintiff is, therefore,
4 aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as defined by
5 California Labor Code section 2699(c) in that they are current or former employees of Defendants and
6 one of more of the alleged violations were committed against them.

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

10 (a) The aggrieved employee shall give written notice by certified mail (hereinafter
11 "Employee's Notice") to the LWDA and the employer of the specific provisions of the Labor
12 Code alleged to have been violated, including the facts and theories to support the alleged
13 violations.

14 (b) The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and the
15 aggrieved employee by certified mail that it does not intend to investigate the alleged violation
16 within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt
17 of the LWDA Notice, or if the LWDA Notice is not provided within sixty five (65) calendar
18 days of the postmark date of the Employee's Notice, the aggrieved employee may commence
19 a civil action pursuant to California Labor Code section 2699 to recover civil penalties in
20 addition to any other penalties to which the employee may be entitled.

21 46. On October 15, 2024, Plaintiff provided notice by electronic submission to the LWDA
22 and by certified mail to Defendants regarding the specific provisions of the Labor Code alleged to
23 have been violated, including the facts and theories to support the alleged violations, pursuant to Labor
24 Code section 2699.3. **A true and correct copy of the Employee's Notice is attached hereto as**
25 **Exhibit A.**

26 47. Plaintiff did not receive an LWDA Notice within sixty-five calendar days of providing
27 the Employees' Notice.

28 48. Therefore, the administrative prerequisites under California Labor Code section

1 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of
2 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197,
3 1197.1, 1198, 2800 and 2802 have been satisfied.

4 **FIRST CAUSE OF ACTION**

5 **VIOLATION OF LABOR CODE SECTIONS 1194, 1197, AND 1197.1**

6 **Failure to Pay Minimum Wage**

7 **(Against All Defendants and DOES 1 – 25)**

8 49. Plaintiff incorporates herein by specific reference, as though fully set forth, the
9 allegations in all preceding paragraphs.

10 50. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 provide
11 that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum
12 wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
13 Plaintiff and the other class members were not paid the appropriate minimum wage for all of the hours
14 they worked. Plaintiff and the other class members were not paid the minimum wage for work
15 performed beyond their scheduled shifts, and the wages paid to them were not sufficient to compensate
16 them for all hours they worked at a minimum wage rate on a cumulative basis.

17 51. Defendants failed to pay Plaintiff and the other class members all time earned at the
18 minimum wage rate, by, for example: (1) having Plaintiff and class members show up to work early
19 so that they would all be able to punch in before their scheduled punch in time at the only available
20 timekeeping device; (2) having Plaintiff and class members receive their walkie-talkies prior to punch
21 in and respond to work related requests through their walkie talkies before clocking in; (3) having
22 Plaintiff and class members respond to other work related communications (e.g., text messages)
23 outside of work hours; (4) having Plaintiff and class members perform work or otherwise respond to
24 work related communications on walkie talkies while clocked out for meal periods; (5) and having
25 Plaintiff and class members perform work on campus just after clock out, thus ensuring that the
26 minimum wage rate would be inadequate.

27 52. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff
28 and the other class members for all hours they worked in violation of California Labor Code sections

1 1194, 1197, and 1197.1.

2 53. Defendants' failure to pay Plaintiff and the other class members the minimum wage as
3 required violates California Labor Code sections 1194, 1197 and 1197.1. Pursuant to those sections,
4 Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage
5 compensation, as well as interest, costs, and attorney's fees.

6 54. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
7 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid
8 and interest thereon.

9 **SECOND CAUSE OF ACTION**

10 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

11 **Unpaid Overtime**

12 **(Against All Defendants and DOES 1 – 25)**

13 55. Plaintiff incorporates herein by specific reference, as though fully set forth, the
14 allegations in all preceding paragraphs.

15 56. California Labor Code section 1198 and the applicable Industrial Welfare Commission
16 ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a
17 rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the
18 number of hours worked by the person on a daily or weekly basis.

19 57. Specifically, the applicable IWC Wage Order provides that Defendants were required
20 to pay Plaintiff and the other class members at the rate of time-and-one-half for all hours worked in
21 excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

22 58. The applicable IWC Wage Order further provides that Defendants were required to pay
23 Plaintiff and the other class members overtime compensation at a rate of two (2) times their regular
24 rate of pay for all hours worked in excess of twelve (12) hours in a day.

25 59. California Labor Code section 510 codifies the right to overtime compensation at one-
26 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
27 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to
28 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours

1 in a day or in excess of eight (8) hours in a day on the seventh day of work.

2 60. During the relevant time period, Plaintiff and the other class members regularly worked
3 in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty
4 (40) hours in a week. However, Defendants did not record Plaintiff and the other class members'
5 actual hours worked and intentionally and willfully failed to pay all overtime wages owed to Plaintiff
6 and the other class members. Defendants' failure to pay overtime wages included, *inter alia*: (1)
7 having Plaintiff and class members show up to work early so that they would all be able to punch in
8 before their scheduled punch in time at the only available timekeeping device; (2) having Plaintiff and
9 class members receive their walkie-talkies prior to punch in and respond to work related requests
10 through their walkie talkies before clocking in; (3) having Plaintiff and class members respond to other
11 work related communications (e.g., text messages) outside of work hours; (4) having Plaintiff and
12 class members perform work or otherwise respond to work related communications on walkie talkies
13 while clocked out for meal periods; (5) and having Plaintiff and class members perform work on
14 campus just after clock out, thus ensuring that the minimum wage rate would be inadequate, and
15 ensuring that where Plaintiff and class members should have been paid at the overtime rate, the
16 overtime rate would be inadequate as well.

17 61. Defendants' failure to pay Plaintiff and the other class members as outlined above
18 violates California Labor Code sections 510 and 1198 and is therefore unlawful.

19 62. Pursuant to California Labor Code section 1194, Plaintiff and the other class members
20 are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys'
21 fees.

22 ///

23 **THIRD CAUSE OF ACTION**

24 **VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512**

25 **Failure to Provide Meal Periods**

26 **(Against All Defendants and DOES 1 – 25)**

27 63. Plaintiff incorporates herein by specific reference, as though fully set forth, the
28 allegations in all preceding paragraphs.

1 64. At all relevant times herein set forth, the applicable IWC Wage Order(s) and California
2 Labor Code sections 226.7 and 512(a) were applicable to Plaintiff and the other class members'
3 employment by Defendants.

4 65. At all relevant times herein set forth, California Labor Code section 226.7 provides that
5 no employer shall require an employee to work during any meal period mandated by an applicable
6 IWC Order.

7 66. At all relevant times herein set forth, California Labor Code section 512(a) provides
8 that an employer may not require, cause, or permit an employee to work for a period of more than five
9 (5) hours per day without providing the employee with a meal period of not less than thirty (30)
10 minutes, except that if the total work period per day of the employee is not more than six (6) hours,
11 the meal period may be waived by mutual consent of both the employer and the employee.

12 67. At all relevant times, California Labor Code section 512(a) further provides that an
13 employer may not require, cause, or permit an employee to work a work period of more than ten (10)
14 hours per day without providing the employee with a second uninterrupted meal period of not less
15 than thirty (30) minutes, except if the total hours worked is no more than twelve (12) hours, the second
16 meal period may be waived by mutual consent of the employer and the employee only if the first meal
17 period was not waived.

18 68. During the relevant time period, Plaintiff and the other class members who were
19 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally
20 mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours
21 without an uninterrupted meal period of not less than thirty (30) minutes.

22 69. During the relevant time period, Plaintiff and the other class members
23 who were scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve
24 (12) hours, and who did not waive their legally-mandated meal periods by mutual consent,
25 were required to work for periods longer than ten (10) hours without an uninterrupted meal period of
26 not less than thirty (30) minutes.

27 70. During the relevant time period, Defendants intentionally and willfully required
28 Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff

1 and the other class members for work performed during meal periods. As a result, Plaintiff worked
2 through meal periods, took late meal periods, took interrupted meal periods, or took short meal periods,
3 if at all. Defendants failed to provide proper meal periods, and any meal periods provided were late,
4 short, interrupted, took place in settings wherein Defendants did not allow Plaintiff or class members
5 to leave Defendants' premises, or the meal periods were otherwise non-compliant with California law.

6 71. During the relevant time period, Defendants failed to pay Plaintiff and the other class
7 members all meal period premiums due pursuant to California Labor Code section 226.7 and
8 512. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor Code
9 sections 226.7 and 512(a).

10 72. Pursuant to the applicable IWC Wage Order and California Labor Code section
11 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional
12 hour of pay at their regular rate of compensation for each workday that a meal period was not
13 provided.

14 **FOURTH CAUSE OF ACTION**

15 **VIOLATION OF LABOR CODE SECTION 226.7**

16 **Failure to Provide Rest Periods**

17 **(Against All Defendants and DOES 1 – 25)**

18 73. Plaintiff incorporates herein by specific reference, as though fully set forth, the
19 allegations in all preceding paragraphs.

20 74. At all relevant times herein set forth, the applicable IWC Wage Order and California
21 Labor Code section 226.7 were applicable to Plaintiff and the other class members' employment by
22 Defendants.

23 75. At all relevant times, California Labor Code section 226.7 provides that no employer
24 shall require an employee to work during any rest period mandated by an applicable order of the
25 California IWC.

26 76. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
27 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
28 the middle of each work period" and that the "rest period time shall be based on the total hours worked

1 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless
2 the total daily work time is less than three and one-half (3½) hours.

3 77. Pursuant to the applicable IWC Wage Order and California Labor Code section
4 226.7(b), Plaintiff and the other class members were entitled to recover from Defendants one (1)
5 additional hour of pay at their regular hourly rate of compensation for each workday that the rest period
6 was not provided.

7 78. During the relevant time period, Defendants required Plaintiff and the other class
8 members to work three and one-half (3 ½) or more hours without authorizing or permitting a ten (10)
9 minute rest period per each four (4) hour period, or major fraction thereof, worked. Defendants failed
10 to authorize and permit Plaintiff and class members’ third legally-complaint 10-minute rest period on
11 days where Plaintiff and other class members worked more than ten (10) hours in a day.

12 79. During the relevant time period, Defendants willfully required Plaintiff and the other
13 class members to work during rest periods. Defendants failed to relieve Plaintiff and the other class
14 members of all duties such that they could take compliant rest breaks. As a result, Plaintiff worked
15 through rest periods, took late rest periods, took interrupted rest periods, or took short rest periods, if
16 at all. Defendants failed to provide proper rest periods, and any rest periods provided were late, short,
17 interrupted, took place in settings wherein Defendants did not allow Plaintiff or class members to leave
18 Defendants’ premises, or the rest periods were otherwise non-compliant with California law.

19 80. Defendants also had no policy and/or practice to pay a premium when rest periods were
20 missed, short, late, and/or interrupted, or otherwise failed to comply with California law, and thus
21 failed to pay Plaintiff and the other class members the full rest period premium due in violation of
22 California Labor Code section 226.7.

23 81. Defendants’ conduct violates the applicable IWC Wage Orders and California Labor
24 Code section 226.7.

25 82. Pursuant to the applicable IWC Wage Orders and California Labor Code section
26 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional
27 hour of pay at their regular rate of compensation for each workday that a rest period was not provided.

28 **FIFTH CAUSE OF ACTION**

1 **VIOLATION OF CALIFORNIA LABOR CODE §§ 204 AND 210**

2 **Failure to Timely Pay Wages During Employment**

3 **(Against All Defendants and DOES 1 – 25)**

4 83. Plaintiff incorporates herein by specific reference, as though fully set forth, the
5 allegations in all preceding paragraphs.

6 84. At all times herein set forth, California Labor Code section 204 provides that all wages
7 earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar
8 month, other than those wages due upon termination of an employee, are due and payable between the
9 16th and 26th day of the month during which the labor was performed.

10 85. At all times herein set forth, California Labor Code section 204 provides that all wages
11 earned by any person in any employment between the 16th and the last day, inclusive, of any calendar
12 month, other than those wages due upon termination of an employee, are due and payable between the
13 1st and the 10th day of the following month.

14 86. At all times herein set forth, California Labor Code section 204 provides that all wages
15 earned for labor in excess of the normal work period shall be paid no later than the payday for the next
16 regular payroll period.

17 87. During the relevant time period, Defendants intentionally and willfully failed to pay
18 Plaintiff and other class members all wages due to them, within any time period permissible under
19 California Labor Code section 204.

20 88. Plaintiff and other class members are entitled to recover all available remedies for
21 Defendant's violations of California Labor Code section 204, including statutory penalties pursuant to
22 Labor Code section 210(b).

23 **SIXTH CAUSE OF ACTION**

24 **VIOLATION OF LABOR CODE SECTION 226(a)**

25 **Failure to Provide Accurate Wage Statements**

26 **(Against All Defendants and DOES 1 – 25)**

27 89. Plaintiff incorporates herein by specific reference, as though fully set forth, the
28 allegations in all preceding paragraphs.

1 90. At all material times set forth herein, California Labor Code section 226(a) provides
2 that every employer shall furnish each of its employees an accurate itemized wage statement in writing,
3 including, but not limited to, the name and address of the legal entity that is the employer, total hours
4 worked, and all applicable hourly rates.

5 91. Defendants have intentionally and willfully failed to provide Plaintiff and the other
6 class members with complete and accurate wage statements. The deficiencies include, among other
7 things, the failure to state all hours worked, the failure to state the actual gross wages earned, and the
8 correct rates of pay. Accordingly, Defendants violated California Labor Code 226(a).

9 ///

10 92. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
11 and the other class members have suffered injury and damage to their statutorily protected rights.

12 93. Specifically, Plaintiff and the other class members have been injured by Defendants'
13 intentional violation of California Labor Code section 226(a) because they were denied both their legal
14 right to receive, and their protected interest in receiving, accurate, itemized wage statements under
15 California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate
16 number of total hours worked on wage statements, Plaintiff and the other class members been
17 prevented by Defendants from determining if all hours worked were paid and the extent of the
18 underpayment. Plaintiff had to file this lawsuit, and will further have to conduct discovery, reconstruct
19 time records, and perform computations in order to analyze whether in fact Plaintiff and the other class
20 members were paid correctly and the extent of the underpayment, thereby causing Plaintiff to incur
21 expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these costs
22 had Defendants provided the accurate number of total hours worked. This has also delayed Plaintiff's
23 ability to demand and recover the underpayment of wages from Defendants.

24 94. Plaintiff and the other class members are entitled to recover from Defendants the
25 greater of their actual damages caused by Defendants' failure to comply with California Labor Code
26 section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000).

27 **SEVENTH CAUSE OF ACTION**

28 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

1 **Final Wages Not Timely Paid**

2 **(Against All Defendants and DOES 1 – 25)**

3 95. Plaintiff incorporates herein by specific reference, as though fully set forth, the
4 allegations in all preceding paragraphs.

5 96. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
6 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
7 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
8 at the time of discharge are due and payable immediately. California Labor Code section 202
9 mandates that if an employee quits, his or her wages shall become due and payable not later than
10 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
11 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
12 quitting.

13 97. California Labor Code section 203 provides that if an employer willfully fails to pay,
14 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
15 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
16 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
17 continue for more than thirty (30) days.

18 98. At the time that Plaintiff and the other class members' employment with Defendants
19 ended, Defendants knowingly and willfully failed to pay Plaintiff and the other class members all
20 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
21 limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium
22 wages, and all wages due to Plaintiff and class members as they became due, as required per California
23 Labor Code sections 204.

24 99. As a result, Plaintiff and the other class members are entitled to all available
25 statutory penalties, including the waiting time penalties provided in California Labor Code section
26 203, together with interest thereon, as well as other available remedies.

27 **EIGHTH CAUSE OF ACTION**

28 **VIOLATION OF LABOR CODE SECTIONS 2800 AND 2802**

1 **Failure to Reimburse Necessary Business Expenses**

2 **(Against All Defendants and DOES 1 – 25)**

3 100. Plaintiff incorporates herein by specific reference, as though fully set forth, the
4 allegations in all preceding paragraphs.

5 101. Pursuant to California Labor Code sections 2800 and 2802, an employer must
6 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
7 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
8 consequence of his or her obedience to the directions of the employer.

9 ///

10 102. Plaintiff and the other class members incurred necessary business-related expenses and
11 costs that were not fully reimbursed by Defendants, including, but not limited to the use of personal
12 cell phones for work-related purposes, use of home computers, laptops, and internet without
13 reimbursement, expenditures every semester for school supplies, and unreimbursed expenses,
14 including mileage, for various events including canvassing related to enrollment.

15 103. Defendants intentionally and willfully failed to reimburse Plaintiff and the other class
16 members for all necessary business-related expenses and costs. Plaintiff and the other class members
17 are entitled to recover from Defendants their business-related expenses and costs incurred during the
18 course and scope of her employment, plus interest accrued from the date on which Plaintiff and the
19 other class members incurred the necessary expenditures at the same rate as judgments in civil actions
20 in the State of California.

21 ///

22 ///

23 **NINTH CAUSE OF ACTION**

24 **VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200 *ET. SEQ.***

25 **Unfair and Unlawful Business Practices**

26 **(Against All Defendants and DOES 1 – 25)**

27 104. Plaintiff incorporates herein by specific reference, as though fully set forth, the
28 allegations in all preceding paragraphs.

1 105. Each and every one of Defendants' acts and omissions in violation of the California
2 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to
3 Defendant's failure and refusal to pay overtime compensation, Defendant's failure and refusal to pay
4 minimum wages, Defendants' failure and refusal to provide required meal periods, Defendants' failure
5 and refusal to provide required rest periods, Defendants' refusal to provide appropriate premiums as
6 required by California law for meal or rest periods that were not compliant with California law,
7 Defendants' failure to timely pay wages at the correct rate during employment, Defendants' failure
8 and refusal to furnish accurate itemized wage statements, Defendants' failure and refusal to reimburse
9 business-related expenses, and Defendants' failure to timely pay wages upon termination constitutes
10 ///
11 an unfair and unlawful business practice under California Business and Professions Code § 17200 *et*
12 *seq.*

13 106. Defendants' violations of California wage and hour laws constitute an unfair and
14 unlawful business practice because Defendants' aforementioned acts and omissions were done
15 repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff
16 and the other class members.

17 107. Defendants have avoided payment of overtime wages, minimum wages, meal period
18 premiums, rest period premiums, timely wages at the correct rate of pay, and other benefits as required
19 by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage
20 Order. Further, Defendants have failed to record, report, and pay the correct sums of assessment to
21 the state authorities under the California Labor Code and other applicable regulations.

22 108. As a result of Defendants' unfair and unlawful business practices, Defendants have
23 reaped unfair and illegal profits during Plaintiff and the other class members' tenure at the expense of
24 Plaintiff, the other class members, and members of the public. Defendants should be made to disgorge
25 its ill-gotten gains and to restore them to Plaintiff and the other class members.

26 109. Defendants' unfair and unlawful business practices entitle Plaintiff and the other class
27 members to seek preliminary and permanent injunctive relief, including but not limited to orders that
28 Defendants account for, disgorge, and restore to Plaintiff and the other class members the wages and

1 other compensation unlawfully withheld from them. Plaintiff and the other class members are entitled
2 to restitution of all monies to be disgorged from Defendants in an amount according to proof at the
3 time of trial.

4 **TENTH CAUSE OF ACTION**
5 **VIOLATION OF CALIFORNIA LABOR CODE §§ 2699, *ET SEQ.***
6 **(Against All Defendants and DOES 1 – 25)**

7 110. Plaintiff incorporates herein by specific reference, as though fully set forth, the
8 allegations in all preceding paragraphs.

9 111. PAGA expressly provides for a private right of action to recover civil penalties for
10 violations of the Labor Code as follows: “Notwithstanding any other provision of law, any provision
11 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
12 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
13 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
14 brought by an aggrieved employee on behalf of himself or herself and other current or former
15 employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

16 112. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
17 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
18 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

19 113. Plaintiff and the other hourly-paid, non-exempt employees are “Aggrieved Employees”
20 as defined by California Labor Code section 2699(c) in that they are all current or former employees
21 of Defendants, and one or more of the alleged violations were committed against them.

22 114. Defendants’ conduct, as alleged herein, violates numerous sections of the California
23 Labor Code, including, but not limited to, the following:

- 24 a. Violation of California Labor Code sections 510 and 1198 for failure to pay overtime wages,
25 as set forth more fully below;
- 26 b. Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to pay
27 minimum wages, as set forth more fully below;
- 28

- c. Violation of California Labor Code sections 226.7 and 512(a) for failure to provide legally required meal periods, as set forth more fully below;
- d. Violation of California Labor Code sections 226.7 and 512(a) for failure to pay required meal period premiums, as set forth more fully below;
- e. Violation of California Labor Code section 226.7 for failure to provide legally required rest periods, as set forth more fully below;
- f. Violation of California Labor Code section 226.7 for failure to pay required rest period premiums, as set forth more fully below;
- g. Violation of California Labor Code section 204 for failure to timely pay wages to Plaintiff and aggrieved employees during employment, as set forth more fully before;
- h. Violation of California Labor Code sections 201, 202, and 203 for failure to pay all wages at time of discharge from employment, as set forth more fully below;
- i. Violation of California Labor Code section 226(a) for failure to provide accurate wage statements to Plaintiff and aggrieved employees, as set forth more fully below;
- j. Violation of California Labor Code section 1174(d) for failure to keep complete and accurate payroll records relating to Plaintiff and aggrieved employees, as set forth more fully below;
- and

115. k. Violation of California Labor Code sections 2800 and 2802 for failure to reimburse Plaintiff and aggrieved employees for necessary business-related expenses, as set forth more fully below. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seek assessment and collection of civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against Defendants for violations of Labor Code sections set forth herein, including penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, and 1197.1, penalties under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

116. Pursuant to California Labor Code section 2699(i), civil penalties recovered by

1 Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for
2 the enforcement of labor laws and education of employers and employees about their rights and
3 responsibilities and twenty-five (25%) to the Aggrieved Employees.

4 117. Plaintiff retained counsel to file this court action, and to assess and collect the civil
5 penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorney's fees and
6 costs pursuant to Labor Code §§ 210, 218.5, 2699(g)(1), and any other applicable statute.

7 **Failure to Pay Proper Overtime Wages**

8 118. 116. Labor Code section 510 and the applicable IWC Wage Order require Defendants
9 to pay Plaintiff and Aggrieved Employees who worked more than eight (8) hours in a day; more than
10 forty (40) hours in a workweek, and/or seven (7) consecutive days, at the rate of one-and-a-half times
11 their regular rate for all such hours worked.

12 119. Labor Code section 510 and the applicable IWC Wage Order further requires
13 Defendants to pay Plaintiff and Aggrieved Employees who worked more than twelve (12) hours in a
14 day or more than eight (8) hours on the seventh consecutive day, overtime compensation at a rate of
15 two (2) times their regular rate of pay for all such hours worked.

16 120. During the relevant time period, Plaintiff and Aggrieved Employees regularly worked
17 in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, in excess of forty (40)
18 hours in a workweek and/or for seven (7) or more consecutive days, but Defendants routinely failed
19 to properly account for all such overtime hours and further failed to compensate Plaintiff and
20 Aggrieved Employees at the correct overtime rates.

21 121. Defendants' failure to pay correct overtime wages included, inter alia: (a) when the
22 combined total of the off-the-clock work discussed supra and infra and the on-the-clock work exceed
23 the number of hours that trigger the payment of overtime wages under Labor Code sections 510 and/or
24 the applicable Wage Order; (b) when Defendants intentionally, willfully and/or negligently
25 mischaracterized overtime as straight time/regular rate or minimum wage, or else mischaracterized
26 double time as time-and-a-half, straight time/regular rate, or minimum wage; (c) when Defendants
27 assigned more work than could reasonably be completed in a workday or workweek to Plaintiff and
28 Aggrieved Employees, but refused to authorize the overtime necessary for them to complete the

1 assigned work; and (d) when Defendants failed to include all required wages and remuneration when
2 calculating the overtime rate.

3 122. Defendants' failure to pay Plaintiff and Aggrieved Employees proper overtime
4 compensation, as required by California law, violates the provisions of California Labor Code section
5 510, and is therefore unlawful.

6 **Failure to Pay Minimum Wages**

7 123. California Labor Code sections 1194, 1197 and 1197.1 provide that the minimum wage
8 for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a
9 wage less than the minimum so fixed is unlawful.

10 124. The IWC set the minimum wage for Plaintiff and the Aggrieved Employees in the
11 applicable IWC Wage Order.

12 125. Plaintiff and the other Aggrieved Employees were frequently suffered or permitted to
13 work "off-the-clock", such that they were not paid minimum wage for all hours worked.

14 126. Such "off-the-clock" work that Plaintiff and Aggrieved Employees were suffered
15 and/or permitted to work, and for which Plaintiff and Aggrieved Employees did not receive minimum
16 wage include inter alia, requiring Plaintiff and Aggrieved Employees to wait until production was
17 completed to clock-in and begin their packaging shifts, and working during times Plaintiff and other
18 Aggrieved Employees were clocked out for meal periods, assuring that Defendants would fail to
19 properly pay Plaintiff and other Aggrieved Employees at least the minimum wage for all time worked
20 in violation of California Labor Code sections 1194, 1197, and 1197.1.

21 127. Moreover, Defendants had a policy, practice and procedure of rounding employee time
22 such that Plaintiff and Aggrieved Employees were systematically unpaid and/or underpaid for time
23 worked over the course of their employment.

24 128. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff
25 and the Aggrieved Employees for all hours they worked in violation of California Labor Code sections
26 1194, 1197, and 1197.1.

27 **Failure to Provide Meal Periods**

28 129. California Labor Code section 226.7 provides that no employer shall require an

employee to work during any meal period mandated by an applicable IWC Order.

130. California Labor Code section 512(a) provides that 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 a 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.

131. California Labor Code section 512(a) further provides that an employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

132. The applicable IWC Wage Order sets forth the same requirements for meal breaks. 131. Plaintiff and Aggrieved Employees who were scheduled to work for no longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without a meal period of not less than thirty (30) minutes. 132. Plaintiff and the Aggrieved Employees who were scheduled to work for more than six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

133. Plaintiff and the Aggrieved Employees, who were scheduled to work for more than ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of not less than thirty (30) minutes.

134. Plaintiff and the Aggrieved Employees, who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work for periods longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30) minutes.

135. Moreover, when meal breaks were provided, they were often interrupted, cut short, and/or Plaintiff and the Aggrieved Employees were not relieved of all duties as required by law.

136. Such conduct violates California Labor Code sections 226.7 and 512(a) and the

1 applicable IWC Wage Order.

2 **Failure to Pay Compliant Meal Break Premiums**

3 137. California Labor Code section 226.7 provides: “[i]f an employer fails to provide an
4 employee a [meal] period in accordance with a state law, including, but not limited to, an applicable
5 statute or applicable regulation, standard, or order of the Industrial Welfare Commission... the
6 employer shall pay the employee one additional hour of pay at the employee's regular rate of
7 compensation for each workday that the [meal] period is not provided.

8 138. The applicable IWC Wage Order provides: “[i]f an employer fails to provide an
9 employee a meal period in accordance with the applicable provisions of this Order, the employer shall
10 pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work
11 day that the meal period is not provided.”

12 139. Defendants failed to pay Plaintiff and Aggrieved Employees meal period premiums
13 due in violation of California Labor Code sections 226.7 and 512 on each day when a complete, timely,
14 and uninterrupted meal period of at least thirty (30) minutes was not provided.

15 140. Moreover, if and when meal break premiums were provided, Defendants failed to
16 incorporate all nondiscretionary payments for work performed by Plaintiff and the Aggrieved
17 Employees in the regular rate of compensation for purposes of such premiums.

18 141. Defendants’ conduct violates the applicable IWC Wage Orders and California Labor
19 Code section 226.7.

20 **Failure to Provide Rest Periods**

21 142. California Labor Code section 226.7 provides that no employer shall require an
22 employee to work during any rest period mandated by an applicable order of the California IWC.

23 143. The applicable IWC Wage Order provides that “[e]very employer shall authorize and
24 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
25 work period” and that the “rest period time shall be based on the total hours worked daily at the rate
26 of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily
27 work time is less than three and one-half (3½) hours.

28 144. Defendants required Plaintiff and the Aggrieved Employees to work four (4) or more

1 hours without authorizing or permitting a timely ten (10) minute uninterrupted rest period during
2 which time they were relieved of their duties per each four (4) hour period, or major fraction thereof
3 worked.

4 145. Defendants' conduct therefore violates the applicable IWC Wage Orders and California
5 Labor Code section 226.7.

6 **Failure to Pay Rest Break Premiums**

7 146. California Labor Code section 226.7 provides: "[i]f an employer fails to provide an
8 employee a meal or rest or recovery period in accordance with a state law, including, but not limited
9 to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare
10 Commission,... the employer shall pay the employee one additional hour of pay at the employee's
11 regular rate of compensation for each workday that the [rest] period is not provided.

12 147. The applicable IWC Wage Order provides: "[i]f an employer fails to provide an
13 employee a rest period in accordance with the applicable provisions of this Order, the employer shall
14 pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work
15 day that the rest period is not provided.

16 148. Defendants failed to pay Plaintiff and Aggrieved Employees required rest break
17 premiums due when compliant rest periods were not provided. 149. Such conduct is in direct violation
18 of California Labor Code section 226.7.

19 **Failure to Timely Pay Wages During Employment**

20 149. California Labor Code section 204 provides that all wages earned by any person in any
21 employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages
22 due upon termination of an employee, are due and payable between the 16th and the 26th day of the
23 month during which the labor was performed. It further provides all wages earned by any person in
24 any employment between the 16th and the last day, inclusive, of any calendar month, other than those
25 wages due upon termination of an employee, are due and payable between the 1st and the 10th day of
26 the following month.

27 150. California Labor Code section 204 provides that all wages earned for labor in excess
28 of the normal work period shall be paid no later than the payday for the next regular payroll period.

1 151. During the relevant time period, Defendants intentionally and willfully failed to pay
2 Plaintiff and the Aggrieved Employees all wages due to them, within any time period permissible
3 under California Labor Code section 204, including wages for overtime wages, minimum wage
4 compensation, regular rate/straight time compensation, meal period premiums, rest period premiums,
5 and all other wages, remuneration, pay, or monies as they became due, e.g., accrued gratuities,
6 bonuses, commissions, etc.

7 152. Such conduct violates Labor Code section 204.

8 **Failure to Timely Pay Wages Upon Termination**

9 153. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
10 to timely pay all earned and unpaid wages to an employee who is discharged.

11 154. California Labor Code section 201 mandates that if an employer discharges an
12 employee, the employee's wages accrued and unpaid at the time of discharge are due and payable
13 immediately.

14 155. California Labor Code section 202 mandates that if an employee quits, his or her wages
15 shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee
16 has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is
17 entitled to his or her wages at the time of quitting.

18 156. California Labor Code section 203 provides that if an employer willfully fails to pay,
19 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
20 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
21 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
22 continue for more than thirty (30) days.

23 157. At the time that Plaintiff and Aggrieved Employees' employment with Defendants
24 ended, Defendants knowingly and willfully failed to pay Plaintiff and the Aggrieved Employees all
25 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
26 limitation, wages for overtime wages, minimum wage compensation, regular rate/straight time
27 compensation, meal period premiums, rest period premiums, and all other wages, remuneration, pay,
28 or monies as they became due, e.g., accrued gratuities, bonuses, commissions, etc.

158. Such conduct violates Labor Code sections 201, 202 and 203.

Failure to Provide Compliant Wage Statements

159. California Labor Code section 226(a) provides that every employer shall furnish each of its employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

160. Defendants intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to state all correct rates of pay, all hours worked, all meal period premium wages earned, and all rest period premium wages earned.

161. Such conduct violates Labor Code section 226.

Failure to Keep Requisite Payroll Records

162. California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years.

163. Defendants intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Plaintiff and the Aggrieved Employees.

164. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the Aggrieved Employees have suffered injury and damage to their statutorily protected rights.

165. More specifically, Plaintiff and the Aggrieved Employees have been injured by

Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

Failure to Reimburse Necessary Business Expenses

166. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

167. Plaintiff and the Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to the use of personal cell phones and related internet usage for work-related purposes.

168. Defendants intentionally and willfully failed to reimburse Plaintiff and the Aggrieved Employees for all necessary business-related expenses and costs.

169. Such conduct violates Labor Code sections 2802.

PRAYER FOR RELIEF

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

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

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

1 7. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
2 Plaintiff and the other class members in the amount as may be established according to proof at trial;

3 8. For pre-judgment interest on any unpaid compensation from the date such amounts
4 were due;

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

7 10. For liquidated damages pursuant to California Labor Code section 1194.2;

8 11. For such other and further relief as the Court may deem just and proper.

9 **As to the Second Cause of Action**

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

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

15 14. For pre-judgment interest on any unpaid overtime compensation commencing from the
16 date such amounts were due;

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18 15. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
19 Labor Code section 1194;

20 16. For such other and further relief as the Court may deem just and proper.

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

22 17. That the Court declare, adjudge and decree that Defendants violated California Labor
23 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal
24 periods, (including second meal periods) to Plaintiff and the other class members;

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

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

20. For premium wages pursuant to California Labor Code section 226.7(c);
21. For pre-judgment interest on any unpaid wages from the date such amounts were due;
22. For reasonable attorneys' fees and costs of suit incurred herein;
23. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause Action

24. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

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

26. For all actual, consequential, and incidental losses and damages, according to proof;
27. For premium wages pursuant to California Labor Code section 226.7(c);
28. For pre-judgment interest on any unpaid wages from the date such amounts were due;
29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the Class;

31. For statutory penalties pursuant to California Labor Code section 210;
32. For such other and further relief as the Court deems just and proper.

As to the Sixth Cause of Action

33. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

34. For actual, consequential and incidental losses and damages, according to proof;
35. For statutory penalties pursuant to California Labor Code section 226(e);
36. For injunctive relief to ensure compliance with this section, pursuant to

California Labor Code section 226(g);

37. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

38. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

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

40. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

41. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

42. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

43. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

45. For the imposition of civil penalties and/or statutory penalties;

46. For reasonable attorneys' fees and costs of suit incurred herein; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code sections as to Plaintiff and the other class members: 510 and 1198 (by failing to pay overtime wages); 1194, 1197, and 1197.1 (by failing to pay minimum wages); 226.7 and 512(a) (by failing to provide meal and rest periods or compensation in lieu thereof); 204 (by failing to timely pay wages during employment); 226(a) (by failing to provide accurate wage statements); and 201,

202, and 203 (by failing to pay all wages owed upon termination); and 2800 and 2802 (by failing to reimburse business-related expenses);

49. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

50. 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 violation of California Business and Professions Code sections 17200, *et seq.*;

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

52. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*

As to the Tenth Cause of Action

53. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g), plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

54. For such other and further relief as the Court may deem proper.

DATED: February 11, 2025

BLACKSTONE LAW, APC

By: _____


Jonathan M. Genish
Barbara DuVan-Clarke
Daniel Ling GruppChang
Patricia J. Van Ert
Annabel Blanchard

Attorneys for Plaintiff
JAMIE RAMIRES

1
2 **DEMAND FOR JURY TRIAL**

3 PLAINTIFF JAMIE RAMIRES demands a trial by jury on all claims so triable.

4
5 DATED: February 11, 2025

BLACKSTONE LAW, APC

6
7 By: 

8 Jonathan M. Genish
9 Barbara DuVan-Clarke
10 Danielle Ling GruppChang
11 Patricia J. Van Ert
12 Annabel Blanchard

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Attorneys for Plaintiff
JAMIE RAMIRES

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211.

On February 11, 2025, I served the following document(s):

- FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES AND ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698 ET SEQ.

on the interested parties as follows:

LIGHTGABLER LLP

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Attorneys for Defendant
BRIGHT STAR SCHOOLS

☒ **BY ELECTRONIC SERVICE (CASE ANYWHERE):** I caused said document(s) to be sent to the addressee(s) listed above via Case Anywhere. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:**
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 11, 2025, Beverly Hills, California.

Gloria Ibarra
Gloria Ibarra