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

EMILIA JORDAN-LEMUS, YAIRA TORRES-  
VASQUEZ, and EDWARD PEREZ, individually,  
on behalf of all others similarly situated, and on  
behalf of the State of California and other aggrieved  
persons,

Plaintiffs,

v.

DEVELOPMENTAL PATHWAYS INC., a  
California corporation; and DOES 1 through 10,  
inclusive,

Defendants.

Case No.: 24STCV21949

ASSIGNED FOR ALL PURPOSES TO:  
Hon. Elaine Lu, Department 9

**THIRD AMENDED CLASS AND PAGA  
COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, and 1197.1);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);

5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code §§ 226 and 226.3);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Failure to Produce Requested Employment Records (Cal. Lab. Code §§ 226, 432, and 1198.5);
9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*);
10. Civil Penalties Under PAGA (Cal. Lab. Code §§ 2698, *et seq.*);
11. Failure to pay for all hours worked, including overtime hours worked in violation of (Cal. Lab. Code § 210, 218);
12. Violation of Labor Code § 212, 213);
13. Failure to Maintain Accurate Records of Hours Worked and Meal Periods (Cal. Lab. Code §§ 1174, 1174.5); and
14. Recordkeeping Requirement Violations (Cal. Lab. Code §§ 1174, 1198, 1199).

#### DEMAND FOR JURY TRIAL

Complaint filed: August 27, 2024  
FAC filed: October 28, 2024  
SAC Filed: May 5, 2025  
Trial date: Not set

1 Plaintiffs Emilia Jordan-Lemus, Yaira Torres-Vasquez, and Edward Perez (“Plaintiffs”), on  
2 information and belief, allege as follows:

3 **INTRODUCTION & PRELIMINARY STATEMENT**

4 1. Plaintiffs bring this action against Defendants Developmental Pathways Inc., and DOES  
5 1 through 10 (hereinafter collectively referred to as “Defendants”) for California Labor Code violations  
6 and unfair business practices stemming from Defendants’ failure to pay for all hours worked (minimum,  
7 straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest  
8 periods, failure to timely pay final wages, failure to furnish accurate wage statements, failure to indemnify  
9 employees for expenditures, and failure to produce requested employment records.

10 2. Plaintiffs bring the First through Ninth and Eleventh through Fourteenth Causes of Action  
11 individually and as a class action on behalf of Plaintiffs and certain current and former employees of  
12 Defendants (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more  
13 fully below). The Class consists of Plaintiffs and all other persons who have been employed by any  
14 Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations  
15 period applicable to the claims pleaded here.

16 3. Plaintiffs bring the Tenth Cause of Action as a representative action under the Labor Code  
17 Private Attorneys Act of 2004, Labor Code sections 2698 *et seq.* (“PAGA”) to recover civil penalties that  
18 are owed to Plaintiffs, the State of California, and past and present non-exempt employees employed by  
19 Defendants in the State of California during the statute of limitations period for their PAGA claims  
20 (herein after referred to as the “Aggrieved Employees”).

21 4. Defendants own/owned and operate/operated an industry, business, and establishment  
22 within the State of California, including Los Angeles County. As such and based upon all the facts and  
23 circumstances incident to Defendants’ business in California, Defendants are subject to the California  
24 Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the California  
25 Business & Professions Code.

26 5. Despite these requirements, throughout the statutory period, Defendants have at times:

- 27 (a) Failed to pay some, but not necessarily all employees for all hours worked,  
28 including all minimum, straight time, and overtime wages in compliance with the

California Labor Code and IWC Wage Orders;

- (b) Failed to provide some, but not necessarily all employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failed to maintain accurate records of all meal periods taken or missed, and failed to pay an additional hour's pay for each workday a meal period violation occurred;
- (c) Failed to authorize and permit some, but not necessarily all employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failed to pay an additional hour's pay for each workday a rest period violation occurred;
- (d) Willfully failed to pay some, but not necessarily all employees all minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages due within the time period specified by California law when employment terminates;
- (e) Failed to provide some, but not necessarily all employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders;
- (f) Failed to indemnify some, but not necessarily all employees for expenditures incurred in direct discharge of duties of employment; and
- (g) Failed to timely produce requested employment records to some, but not necessarily all employees as required by the California Labor Code and IWC Wage Order.

6. On information and belief, Defendants were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful conduct. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, acts and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiffs, the Class, and Aggrieved Employees. Further, Defendants are responsible for

each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior.”

## **THE PARTIES**

### **A. Plaintiffs**

8. Plaintiff Emilia Jordan-Lemus is a resident of Los Angeles, California who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately April 2023 to approximately June 2024.

9. Plaintiff Yaira Torres-Vasquez is a resident of Los Angeles, California who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee in approximately August 2024.

10. Plaintiff Edward Perez is a resident of North Hollywood, California who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee in approximately January 2024.

11. Plaintiffs reserve the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

### **B. Defendants**

12. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant Developmental Pathways Inc. is, and at all times herein mentioned, was:

- (a) A business entity conducting business in numerous counties throughout the State of California, including Los Angeles County; and,
- (b) The former employer of Plaintiffs, the current and/or former employer of the putative Class, and Aggrieved Employees because Defendant Developmental Pathways Inc. suffered and permitted Plaintiffs, the Class, and Aggrieved Employees to work; and/or exercised control over their wages, hours, or working conditions; and/or engaged Plaintiffs, the Class, and Aggrieved Employees, thereby creating a common law employment relationship.

13. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as Does 2-10, inclusive, and therefore sue said Defendants by such fictitious names. Each of the Doe

Defendants was in some manner legally responsible for the damages suffered by Plaintiffs, the Class, and Aggrieved Employees as alleged herein. Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

14. At all times mentioned herein, the Defendants named as Does 2-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiffs, a significant number of the Class, and Aggrieved Employees in the State of California.

15. Plaintiffs are informed and believe and thereon allege that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided, and abetted the conduct of all other Defendants.

#### **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

16. Plaintiff Emilia Jordan-Lemus worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately April 2023 to approximately June 2024. Plaintiff Yaira Torres-Vasquez worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee in approximately August 2024.

17. Plaintiff Edward Perez worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee in approximately January 2024.

18. During Plaintiffs' employment for Defendants, Defendants paid Plaintiffs an hourly wage and classified Plaintiffs as non-exempt from overtime. Defendants repeatedly and frequently scheduled

1 Plaintiffs to work at least five days in a workweek and at least eight hours per day, but Plaintiffs also  
2 worked more than eight hours in a workday and more than forty (40) hours in a workweek.

3 19. Throughout Plaintiffs' employment, Defendants, at times, failed to pay Plaintiffs for all  
4 hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with  
5 legally compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed to  
6 timely pay all final wages to Plaintiffs when Defendants terminated Plaintiffs' employment, failed to  
7 furnish accurate wage statements to Plaintiffs, failed to indemnify Plaintiffs for expenditures, and failed  
8 to produce requested employment records.

9 20. Throughout the statutory period, Defendants, at times, failed to pay Plaintiffs and some  
10 of, but not necessarily all of, the Class and Aggrieved Employees for all hours worked, including  
11 minimum, straight time, and overtime wages. Defendants would, at times, manufacture time keeping  
12 records to falsely show that Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved  
13 Employees took meal periods when in fact they worked "off-the-clock," uncompensated. The effect is  
14 that Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees worked through  
15 meal periods "off-the-clock," and continued to work after they had clocked out for the workday.  
16 Defendants paid Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees  
17 less than all their work time. Some of this unpaid work should have been paid at the overtime rate. In  
18 failing to pay for all hours worked, Defendants also failed to maintain accurate records of the hours  
19 Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees worked.

20 21. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiffs and  
21 some of, but not necessarily all of, the Class and Aggrieved Employees with legally compliant meal  
22 periods. Defendants required Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved  
23 Employees to work in excess of five consecutive hours a day without providing a 30-minute,  
24 uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiffs  
25 and some of, but not necessarily all of, the Class and Aggrieved Employees for all missed meal periods  
26 that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants  
27 continued to assert control over Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved  
28 Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be

1 completed without working in lieu of taking mandatory meal periods, or by denying Plaintiffs and some  
2 of, but not necessarily all of, the Class and Aggrieved Employees permission to take a meal period.  
3 Defendants also failed, at times, to permit Plaintiffs and some of, but not necessarily all of, the Class and  
4 Aggrieved Employees to take a second meal period when they worked at least ten hours of work in a  
5 workday. As described above, Defendants would manufacture time keeping records to falsely show that  
6 Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees took meal periods  
7 by the fifth hour of work or took meal periods when in fact they worked “off-the-clock”, uncompensated.  
8 Accordingly, Defendants failed to provide meal periods to Plaintiffs and some of, but not necessarily all  
9 of, the Class and Aggrieved Employees in compliance with California law.

10 22. Throughout the statutory period, Defendants have, at times, wrongfully failed to  
11 authorize and permit Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved  
12 Employees to take legally compliant rest periods. Defendants required Plaintiffs and some of, but not  
13 necessarily all of, the Class and Aggrieved Employees to work in excess of four consecutive hours a day  
14 without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest  
15 period for every four hours of work (or major fraction of four hours), or without compensating Plaintiffs  
16 and some of, but not necessarily all of, the Class and Aggrieved Employees for rest periods that were not  
17 authorized or permitted. Instead, Defendants continued to assert control over Plaintiffs and some of, but  
18 not necessarily all of, the Class and Aggrieved Employees by requiring, pressuring, or encouraging them  
19 to perform work tasks which could not be completed without working in lieu of taking mandatory rest  
20 periods, or by denying Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved  
21 Employees permission to take a rest period. Accordingly, Defendants failed to authorize and permit  
22 Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees to take rest periods  
23 in compliance with California law.

24 23. Throughout the statutory period, Defendants, at times, willfully failed and refused to  
25 timely pay Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees all final  
26 wages due at their termination of employment. In addition, Plaintiffs’s final paycheck did not include  
27 payment for all expenditures, minimum wage, straight time wages, overtime wages, meal period  
28 premium wages, and rest period premium wages owed to Plaintiffs by Defendants at the conclusion of

1 Plaintiffs' employment. On information and belief, Defendants' failure to timely pay Plaintiffs' final  
2 wages when Plaintiffs' employment terminated was not a single, isolated incident, but was instead  
3 consistent with Defendants' practices that applied, at times, to Plaintiffs and some of, but not necessarily  
4 all of, the Class and Aggrieved Employees.

5 24. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiffs and  
6 some of, but not necessarily all of, the Class and Aggrieved Employees with accurate, itemized wage  
7 statements showing all applicable hourly rates, and all gross and net wages earned (including correct  
8 hours worked, correct wages for meal periods that were not provided in accordance with California law,  
9 and correct wages for rest periods that were not authorized and permitted to take in accordance with  
10 California law). As a result of these violations of California Labor Code § 226(a), the Plaintiffs and some  
11 of, but not necessarily all of, the Class and Aggrieved Employees suffered injury because, among other  
12 things:

- 13 (a) the violations led them to believe that they were not entitled to be paid minimum  
14 wage, straight time wages, overtime wages, meal period premium wages, and rest  
15 period premium wages, even though some, but not necessarily all, of them were  
16 entitled;
- 17 (b) the violations led them to believe that they had been paid the minimum wage,  
18 straight time wages, overtime wages, meal period premium wages, and rest  
19 period premium wages, even though some, but not necessarily all of them had  
20 not been;
- 21 (c) the violations led them to believe they were not entitled to be paid minimum  
22 wage, straight time wages, overtime wages, meal period premium wages, and rest  
23 period premium wages at the correct California rate even though some, but not  
24 necessarily all of them were entitled;
- 25 (d) the violations led them to believe they had been paid minimum wage, straight  
26 time wages, overtime wages, meal period premium wages, and rest period  
27 premium wages at the correct California rate even though some, but not  
28 necessarily all of them had not been;

- (e) the violations hindered them from determining the amounts of minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed to some, but not necessarily all of them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to some, but not necessarily all of them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due to some, but not necessarily all of them, the violations caused some, but not necessarily all of them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiffs and some, but not necessarily all of the Class and Aggrieved Employees were entitled, and Plaintiffs and some, but not necessarily all of the Class and Aggrieved Employees were paid less than the wages and wage rates to which some, but not necessarily all of them were entitled.

Thus, Plaintiffs and some, but not necessarily all of the Class and Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e).

25. Throughout the statutory period, Defendants have wrongfully required Plaintiffs and some, but not necessarily all of the Class and Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiffs and some, but not necessarily all, of the Class paid out-of-pocket for necessary employment-related expenses.

26. Plaintiffs and some of the Class and Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiffs and some of the Class and Aggrieved Employees for these employment-related expenses.

27. Plaintiff Emilia Jordan-Lemus sent written requests through Plaintiffs' counsel to Defendants for her personnel file, pay records, wage statements, timekeeping records, and other

1 employment-related documents pursuant to Labor Code section 226 and 1198.5. However, Defendants  
2 failed to timely produce the requested employment records, in violation of Labor Code sections 226, 432,  
3 and 1198.5.

4 28. Plaintiffs have the right to sue directly or through an assignee for any wages or penalties  
5 due to them under Labor Code section 218.

6 **CLASS ACTION ALLEGATIONS**

7 29. Plaintiffs bring certain claims individually, as well as on behalf of each and all other  
8 persons similarly situated, and thus, seek class certification under California Code of Civil Procedure §  
9 382.

10 30. All claims alleged herein arise under California law for which Plaintiffs seek relief  
11 authorized by California law.

12 31. The proposed Class consists of and is defined as:

13 All persons who worked for any Defendant in California as an hourly-paid or non-exempt  
14 employee at any time during the period beginning four years before the filing of the initial  
15 complaint in this action and ending when notice to the Class is sent.

16 32. At all material times, Plaintiffs were members of the Class.

17 33. Plaintiffs undertake this concerted activity to improve the wages and working conditions  
18 of all Class Members.

19 34. There is a well-defined community of interest in the litigation and the Class is readily  
20 ascertainable:

21 (a) Numerosity: The members of the Class (and each subclass, if any) are so  
22 numerous that joinder of all members would be unfeasible and impractical. The  
23 membership of the entire Class is unknown to Plaintiffs at this time; however, the  
24 Class is estimated to be greater than forty (40) individuals and the identity of such  
25 membership is readily ascertainable by inspection of Defendants' records.

26 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the  
27 interests of each Class Member with whom there is a shared, well-defined  
28 community of interest, and Plaintiffs' claims (or defenses, if any) are typical of

all Class Members' claims as demonstrated herein.

(c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs has no conflicts with or interests antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,
- 4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is

protected.

35. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to provide Class Members with timely final wages;
- (e) Failed to provide Class Members with accurate wage statements;
- (f) Failed to indemnify Class Members for expenditures;
- (g) Failed to produce requested employment records; and
- (h) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

36. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual Class Members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the Class Members;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiffs, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the

1 damages and injuries for which Defendants are responsible in an amount  
2 sufficient to adequately compensate the members of the Class for the injuries  
3 sustained;

4 (f) Without class certification, the prosecution of separate actions by individual  
5 members of the Class would create a risk of:

6 1) Inconsistent or varying adjudications with respect to individual members  
7 of the Class which would establish incompatible standards of conduct for  
8 Defendants; and/or,

9 2) Adjudications with respect to the individual members which would, as a  
10 practical matter, be dispositive of the interests of other members not  
11 parties to the adjudications, or would substantially impair or impede their  
12 ability to protect their interests, including but not limited to the potential  
13 for exhausting the funds available from those parties who are, or may be,  
14 responsible Defendants; and,

15 (g) Defendants have acted or refused to act on grounds generally applicable to the  
16 Class, thereby making final injunctive relief appropriate with respect to the class  
17 as a whole.

18 37. Plaintiffs contemplate the eventual issuance of notice to the proposed members of the  
19 Class that would set forth the subject and nature of the instant action. The Defendants' own business  
20 records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the  
21 extent that any further notices may be required, Plaintiffs contemplate the use of additional techniques  
22 and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-  
23 class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary  
24 and/or appropriate by the Court.

25 ///

26 ///

27 ///

**FIRST CAUSE OF ACTION**

**(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)**

38. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 37 in this Complaint.

39. “Hours worked” is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

40. At all relevant times herein mentioned, Defendants, at times, knowingly failed to pay to Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

41. Accordingly, Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

42. By and through the conduct described above, Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

43. By virtue of the Defendants’ unlawful failure to pay additional compensation to Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees for their non-overtime hours worked without pay, Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiffs, the Class, and Aggrieved Employees, and which will be ascertained according to proof at trial.

44. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees.

45. Pursuant to California Labor Code § 1194.2, Plaintiffs and some of, but not necessarily

1 all of, the Class and Aggrieved Employees are entitled to recover liquidated damages (double damages)  
2 for Defendants' failure to pay minimum wages.

3 46. California Labor Code § 204 requires employers to provide employees with all wages  
4 due and payable twice a month. Throughout the statute of limitations period applicable to this cause of  
5 action, Plaintiffs, the Class, and Aggrieved Employees were entitled to be paid twice a month at rates  
6 required by law, including minimum and straight time wages. However, Defendants failed and refused  
7 to pay Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees all such  
8 wages due and failed to pay those wages twice a month.

9 47. Plaintiffs, the Class, and Aggrieved Employees are also entitled to seek recovery of all  
10 unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to  
11 California Labor Code §§ 218.5, 218.6, and 1194(a).

## 12 **SECOND CAUSE OF ACTION**

### 13 **(Against All Defendants for Failure to Pay Overtime Wages)**

14 48. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1  
15 through 37 in this Complaint.

16 49. California Labor Code § 510 provides that employees in California shall not be employed  
17 more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional  
18 compensation beyond their regular wages in amounts specified by law.

19 50. California Labor Code §§ 1194 and 1198 provide that employees in California shall not  
20 be employed more than eight hours in any workday unless they receive additional compensation beyond  
21 their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that  
22 the employment of an employee for longer hours than those fixed by the IWC is unlawful.

23 51. At all times relevant hereto, Plaintiffs and some of, but not necessarily all of, the Class  
24 and Aggrieved Employees have, at times, worked more than eight hours in a workday and/or more than  
25 forty (40) hours in a workweek, as employees of Defendants.

26 52. At all times relevant hereto, Defendants failed to pay Plaintiffs and some of, but not  
27 necessarily all of, the Class and Aggrieved Employees overtime compensation for the hours they have  
28 worked in excess of the maximum hours permissible by law as required by California Labor Code §§

1 510 and 1198.

2 53. By virtue of Defendants' unlawful failure to pay additional premium rate compensation  
3 to the Plaintiffs and some of, but necessarily all of, the Class and Aggrieved Employees for their overtime  
4 hours worked, Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees have  
5 suffered, and will continue to suffer, damages in amounts which are presently unknown to them, but  
6 which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof  
7 at trial.

8 54. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants  
9 have made it difficult to calculate the full extent of overtime compensation due to Plaintiffs and some of,  
10 but not necessarily all of, the Class and Aggrieved Employees.

11 55. Plaintiffs, the Class, and Aggrieved Employees also request recovery of overtime  
12 compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code §  
13 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by  
14 the California Labor Code and/or other statutes.

15 56. California Labor Code § 204 requires employers to provide employees with all wages  
16 due and payable twice a month. The Wage Orders also provide that every employer shall pay to each  
17 employee, on the established payday for the period involved, overtime wages for all overtime hours  
18 worked in the payroll period. Defendants failed to provide Plaintiffs and some of, but not necessarily all  
19 of, the Class and Aggrieved Employees with all compensation due, in violation of California Labor Code  
20 § 204.

21 **THIRD CAUSE OF ACTION**

22 **(Against All Defendants for Failure to Provide Meal Periods)**

23 57. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1  
24 through 37 in this Complaint.

25 58. Under California law, Defendants have an affirmative obligation to relieve the Plaintiffs,  
26 the Class, and Aggrieved Employees of all duty in order to take their first daily meal periods no later than  
27 at the end of Plaintiffs, the Class, and Aggrieved Employees' fifth hour of work in a workday, and to take  
28 their second meal periods no later than at the end of the tenth hour of work in the workday. California

1 Labor Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid  
2 meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of California  
3 Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated  
4 under any Wage Order.

5 59. Plaintiffs and Defendant's California employees were required to work off the clock for  
6 Defendant. Plaintiffs and Defendant California employees were asked to perform tasks while off the  
7 clock such as, answering emails, texts, or calls from parents, or other administrative work such as  
8 translating documents for parents. It took Plaintiffs on the average of 15 minutes to 1 hour to complete  
9 these tasks. Defendant did not compensate Plaintiffs and Defendant's California employees if these tasks  
10 were completed outside of their regular work hours. These excess hours were not recorded on our clients'  
11 and Defendant's California employees wage statements. Plaintiffs and Defendant's California employees  
12 should have been compensated for that time, but she was not in violation of Labor Code Sections 510,  
13 1194, and 1194.2. As a result, Plaintiffs and Defendant's California employees were not paid for all hours  
14 worked including all straight time wages, and overtime wages. These failures to pay wages constitute  
15 violations of Labor Code § 510 and 1194.

16 60. Plaintiffs also claim that Defendant has failed to pay all overtime wages due to non-  
17 exempt employees. As a result, employees are not properly compensated for work performance in excess  
18 of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate  
19 of no less than one and one-half times the regular rate of pay. Employees of Defendant regularly work in  
20 excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime  
21 compensation at a rate of one and one half of their regular rate. Plaintiffs and Defendant's California  
22 employees were forced to work overtime and were not paid for all hours worked including all straight  
23 time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor  
24 Code §§ 510, 1194, 1194.2.

25 61. Additionally, Labor Code Section 1194(a) states: "[n]otwithstanding any agreement to  
26 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime  
27 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the  
28 full amount of this minimum wage or overtime compensation, including interest thereon, reasonable

attorney's fees, and costs of suit. Plaintiffs and Defendant's California employees claim that Defendant engaged in "time-shaving." This essentially means that the Defendant underpaid Plaintiffs by rounding the time Plaintiffs worked in violation of Labor Code Section 1194(a).

62. Despite these legal requirements, Defendants, at times, failed to provide Plaintiffs and some, but not necessarily all of the Class and Aggrieved Employees with both meal periods as required by California law. By their failure to permit and authorize Plaintiffs and some, but not necessarily all of the Class and Aggrieved Employees to take all meal periods as alleged above (or due to the fact that Defendants, at times, made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

63. Under California law, Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s), plus interest thereon.

#### **FOURTH CAUSE OF ACTION**

##### **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

64. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 37 in this Complaint.

65. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). California Labor Code § 512, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order.

66. Plaintiffs and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiffs and Defendant's California employees

1 were forced to continue working through their rest breaks in order to assist Defendant's needs. Because  
2 of this, Plaintiffs and Defendant's California employees were unable to take their required rest breaks.  
3 Moreover, Defendants failed to pay premium wages of one hour's pay for each missed rest break to  
4 Plaintiffs and Defendant's California employees who were denied timely rest breaks, in violation of  
5 Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

6 67. Despite these legal requirements, Defendants at times failed to authorize Plaintiffs and  
7 some of, but not necessarily all of, the Class and Aggrieved Employees to take rest breaks, regardless of  
8 whether employees worked more than four hours in a workday. By their failure to permit and authorize  
9 Plaintiffs and some of, but not necessarily all of the Class and Aggrieved Employees to take rest periods  
10 as alleged above (or due to the fact that Defendants, at times, made it impossible or impracticable to take  
11 these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code  
12 § 226.7 and the applicable Wage Orders.

13 68. Under California law, Plaintiffs and some of, but not necessarily all of, the Class and  
14 Aggrieved Employees are entitled to be paid one hour of premium wages rate for each workday they  
15 were not provided with all required rest break(s), plus interest thereon.

### 16 **FIFTH CAUSE OF ACTION**

#### 17 **(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time** 18 **Penalties)**

19 69. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1  
20 through 37 in this Complaint.

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

27 71. Within the applicable statute of limitations, the employment of many other members of  
28 the Class and Aggrieved Employees ended, i.e., was terminated by quitting or discharge, and the

1 employment of others will be. However, during the relevant time period, Defendants, at times, failed,  
2 and continue to fail, to pay some of, but not necessarily all of, the terminated Class Members and  
3 Aggrieved Employees, without abatement, all wages required to be paid by California Labor Code §§  
4 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'  
5 employ. Plaintiffs does not allege that all of the Class Members were so harmed.

6 72. Defendants' failure to pay some of, but not necessarily all of, the Class members and  
7 Aggrieved Employees who are no longer employed by Defendants their wages earned and unpaid at the  
8 time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation  
9 of California Labor Code §§ 201 and 202.

10 73. California Labor Code § 203 provides that if an employer willfully fails to pay wages  
11 owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty  
12 wage from the due date, and at the same rate until paid or until an action is commenced; but the wages  
13 shall not continue for more than thirty (30) days.

14 74. Pursuant to California Labor Code § 203, some of the Class and Aggrieved Employees  
15 are entitled to recover from Defendants their additionally accruing wages for each day they were not paid,  
16 at their regular hourly rate of pay, up to thirty (30) days maximum.

17 75. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class and Aggrieved  
18 Employees are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs  
19 incurred in this action.

## 20 **SIXTH CAUSE OF ACTION**

### 21 **(Against All Defendants for Failure to Provide and Maintain Accurate and** 22 **Compliant Wage Records)**

23 76. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1  
24 through 37 in this Complaint.

25 77. At all material times set forth herein, California Labor Code § 226(a) provides that every  
26 employer shall furnish each of his or her employees an accurate itemized wage statement in writing  
27 showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the  
28 employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid

1 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the  
2 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the  
3 period for which the employee is paid, (7) the name of the employee and the last four digits of his or her  
4 social security number or an employee identification number other than a social security number, (8) the  
5 name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect  
6 during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

7 78. Defendants have, at times, intentionally and willfully failed to provide employees with  
8 complete and accurate wage statements. The deficiencies include, among other things, the failure to  
9 correctly identify the gross wages earned by Plaintiffs and some of the Class and Aggrieved Employees,  
10 the failure to list the true “total hours worked by the employee,” and the failure to list the true net wages  
11 earned. Plaintiffs do not allege that all of the Class Members and Aggrieved Employees were so harmed.

12 79. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiffs and  
13 some of, but not necessarily all of, the Class and Aggrieved Employees have suffered injury and damage  
14 to their statutorily protected rights.

15 80. Specifically, Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved  
16 Employees have been injured by Defendants’ intentional violation of California Labor Code § 226(a)  
17 because Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees were  
18 denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage  
19 statements under California Labor Code § 226(a).

20 81. Calculation of the true wage entitlement for Plaintiffs and some of, but not necessarily all  
21 of, the Class and Aggrieved Employees is difficult and time consuming. As a result of this unlawful  
22 burden, Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees were also  
23 injured as a result of having to bring this action to attempt to obtain correct wage information following  
24 Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related laws  
25 and regulations.

26 82. Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees are  
27 entitled to recover from Defendants the greater of their actual damages caused by Defendants’ failure to  
28 comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars

1 (\$4,000) per employee.

2 83. Plaintiffs, the Class, and Aggrieved Employees are also entitled to injunctive relief, as  
3 well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to California  
4 Labor Code § 226(h).

5 **SEVENTH CAUSE OF ACTION**

6 **(Against All Defendants for Failure to Indemnify Employees for Expenditures)**

7 84. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1  
8 through 37 in this Complaint.

9 85. As set forth above, Plaintiffs and some of, but not necessarily all of, the Class and  
10 Aggrieved Employees were required to incur substantial necessary expenditures and losses in direct  
11 consequence of the discharge of their duties or of their obedience to directions of Defendants.

12 86. Defendants violated California Labor Code § 2802, by failing to pay and indemnify  
13 Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees for necessary  
14 expenditures and losses incurred in direct consequence of the discharge of their duties or of their  
15 obedience to directions of Defendants.

16 87. As a result, Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved  
17 Employees were damaged at least in the amounts of the expenses they paid, or which were deducted by  
18 Defendants from their wages.

19 88. Plaintiffs, the Class, and Aggrieved Employees are entitled to reasonable attorney's fees,  
20 expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to  
21 California Labor Code § 2802(b).

22 **EIGHTH CAUSE OF ACTION**

23 **(Against All Defendants for Failure to Produce Requested Employment Records)**

24 89. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1  
25 through 37 in this Complaint.

26 90. Pursuant to California Labor Code § 226, current and former employees have the right to  
27 inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their  
28 employer. Under this statute, an employer that receives a request to inspect or receive a copy of records

1 pertaining to a current or former employee must comply with the request as soon as practicable, but no  
2 later than twenty-one (21) calendar days from the date of the request.

3 91. Pursuant to California Labor Code § 1198.5(a), every current and former employee, or  
4 his or her representative, has the right to inspect and receive a copy of the personnel records that the  
5 employer maintains relating to the employee's performance or to any grievance concerning the  
6 employee. Under this statute, upon written request from a current or former employee or his or her  
7 representative, an employer must make the contents of those personnel records available for inspection  
8 or provide a copy of the personnel records to the current or former employee, or his or her representative,  
9 not later than thirty (30) calendar days from the date the employer receives the written request, subject to  
10 some limited exceptions. Failure to comply with these requests allows for a civil penalty seven hundred  
11 fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and 226(f).

12 92. As set forth above, Plaintiffs, the Class, and Aggrieved Employees are current and former  
13 employees of Defendants.

14 93. Plaintiff Emilia Jordan-Lemus sent a written request through Plaintiffs' counsel to  
15 Defendants for Plaintiffs' personnel file, pay records, wage statements, timekeeping records, and other  
16 employment-related documents pursuant to Labor Code §§ 226 and 1198.5. However, Defendants failed  
17 to timely produce the requested employment records.

18 94. Defendants violated California Labor Code §§ 226, and 1198.5 by failing to timely  
19 produce the required records requested by Plaintiffs.

20 95. On information and belief, Defendants' failure to provide Plaintiffs with Plaintiffs'  
21 requested employment records is not an isolated incident but was instead consistent with Defendants'  
22 practice that applied to Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved  
23 Employees.

24 96. Pursuant to California Labor Code § 1198.5, Plaintiffs and some of, but not necessarily  
25 all of, the Class and Aggrieved Employees are entitled to a penalty of seven hundred fifty dollars (\$750)  
26 from Defendants, injunctive relief in the form of compliance with section 1198.5, and attorneys' fees and  
27 costs.

28 ///

## NINTH CAUSE OF ACTION

**(Against All Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)**

98. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 37 in this Complaint.

99. Defendants, and each of them, are “persons” as defined under California Business & Professions Code § 17201.

100. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs, other Class members, and Aggrieved Employees, and to the general public. Plaintiffs seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

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

102. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

## Failure to Pay Minimum and Straight Time Wages

103. Defendants' failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

**Failure to Pay Overtime Wages**

104. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

**Failure to Provide Meal Periods**

105. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

**Failure to Authorize and Permit Rest Periods**

106. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

**Failure to Indemnify Business Expenses**

107. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

**Additional Labor Code Violations**

108. Defendants' Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code §§ 226 and 226.3); Failure to Produce Requested Employment Records (Cal. Lab. Code §§ 226, 432, and 1198.5); Failure to pay for all hours worked, including overtime hours worked in violation of (Cal. Lab. Code § 210, 218); Violation of Labor Code § 212, 213); Failure to Maintain Accurate Records of Hours Worked and Meal Periods (Cal. Lab. Code §§ 1174, 1174.5); and Recordkeeping Requirement Violations (Cal. Lab. Code §§ 1174, 1198, 1199), as alleged in this complaint, constitute unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

109. By and through their unfair, unlawful and/or fraudulent business practices described herein, Defendants, have obtained valuable property, money and services from Plaintiffs, and all persons

1 similarly situated, and Aggrieved Employees and have deprived Plaintiffs, and all persons similarly  
2 situated, and Aggrieved Employees of valuable rights and benefits guaranteed by law, all to their  
3 detriment.

4 110. Plaintiffs, the Class Members, and Aggrieved Employees suffered monetary injury as a  
5 direct result of Defendants' wrongful conduct.

6 111. Plaintiffs, individually, and on behalf of members of the putative Class, the State of  
7 California, and other Aggrieved Employees are entitled to, and do, seek such relief as may be necessary  
8 to disgorge money and/or property which the Defendants have wrongfully acquired, or of which  
9 Plaintiffs, the Class, and Aggrieved Employees have been deprived, by means of the above-described  
10 unfair, unlawful and/or fraudulent business practices. Plaintiffs, the Class, and Aggrieved Employees are  
11 not obligated to establish individual knowledge of the wrongful practices of Defendants in order to  
12 recover restitution.

13 112. Plaintiffs, individually, and on behalf of members of the putative Class, the State of  
14 California, and other Aggrieved Employees are further entitled to, and do, seek a declaration that the  
15 above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief  
16 restraining the Defendants, and each of them, from engaging in any of the above-described unfair,  
17 unlawful and/or fraudulent business practices in the future.

18 113. Plaintiffs, individually, and on behalf of members of the putative Class, the State of  
19 California, and other Aggrieved Employees have no plain, speedy, and/or adequate remedy at law to  
20 redress the injuries which the Class Members and Aggrieved Employees suffered as a consequence of  
21 the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful  
22 and/or fraudulent business practices described above, Plaintiffs, individually, and on behalf of members  
23 of the putative Class, the State of California, and other Aggrieved Employees have suffered and will  
24 continue to suffer irreparable harm unless the Defendants are restrained from continuing to engage in  
25 said unfair, unlawful and/or fraudulent business practices.

26 114. Plaintiffs also alleges that if Defendants are not enjoined from the conduct set forth herein  
27 above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

28 115. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs, putative

1 Class Members, and Aggrieved Employees are entitled to restitution of the wages withheld and retained  
2 by Defendants during a period that commences four years prior to the filing of this complaint; a  
3 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs, Class  
4 Members, and Aggrieved Employees; an award of attorneys' fees pursuant to California Code of Civil  
5 Procedure § 1021.5 and other applicable laws; and an award of costs.

6 **TENTH CAUSE OF ACTION**

7 **(Against All Defendants for Civil Penalties Under the Private Attorneys General Act of 2004,**  
8 **Cal. Lab. Code § 2698 et seq.)**

9 116. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1  
10 through 37 in this Complaint.

11 117. At all times herein mentioned, Defendants were subject to the Labor Code of the State of  
12 California and the applicable IWC Orders.

13 118. California Labor Code § 2699(a) specifically provides for a private right of action to  
14 recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any  
15 provision of this code that provides for a civil penalty to be assessed and collected by the Labor and  
16 Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or  
17 employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought  
18 by an aggrieved employee on behalf of herself or himself and other current or former employees pursuant  
19 to the procedures specified in Section 2699.3."

20 119. Plaintiffs gave written notice by online filing pursuant to California Labor Code § 2699.3  
21 to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific  
22 provisions of the Labor Code that Defendants have violated against Plaintiffs and certain current and  
23 former Aggrieved Employees, or some of them, including the facts and theories to support the violations.  
24 Plaintiffs also paid the filing fee. Plaintiffs Jordan-Lemus and Torres Vasquez's PAGA case number is  
25 LWDA-CM-1060383-24 (*Emilia Jordan-Lemus, et al. v. Developmental Pathways Inc., et al.*). Plaintiff  
26 Perez also gave notice to the LWDA and Defendant that Plaintiff Perez intended to proceed with a  
27 representative action under PAGA (LWDA-CM-1066183-24). The Labor and Workforce Development  
28 Agency has not indicated that it intends to investigate Defendants' Labor Code violations discussed in

1 the notices. Plaintiffs hereby commence a civil action to recover penalties under Labor Code § 2699  
2 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties  
3 include, but are not limited to, penalties under California Labor Code §§ 201, 202, 203, 204, 204(a)(b),  
4 210, 212, 213, 216, 218, 218.5, 218.6, 226(a)-(e), 226.3, 226.6, 226.7, 226.8, 432, 510, 512, 558, 558.1,  
5 226.3, 2802, 1102.5, 1174, 1174(d), 1174.5, 1197.1, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199,  
6 and 2699.

7 120. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award of  
8 civil penalties individually, on behalf of the State of California and certain similarly Aggrieved  
9 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be  
10 shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

11 121. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs pursuant to  
12 Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an  
13 award of reasonable attorney's fees and costs."

#### 14 **ELEVENTH CAUSE OF ACTION**

#### 15 **(Against All Defendants for Failure To Pay For All Hours Worked, Including Overtime Hours** 16 **Worked In Violation Of (Labor Codes §§ 210, 218))**

17 120. Plaintiffs incorporate all preceding paragraphs of this Complaint as though fully set forth  
18 herein.

19 121. Section 2(K) or Wage Order 5 defines "hours worked" as "the rime during which an  
20 employee is subject to the control of an employer, and including all the time the employee is suffered or  
21 permitted to work, whether or not required to do so." Labor Code §§ 1194 and 1197 required employers  
22 to compensate Plaintiffs for all hours worked at least at a minimum wage ad established by the Wage  
23 Order. Defendants did not pay for all hours worked and frequently required Plaintiffs to work off the  
24 clock. Defendants have been engaged in many unlawful employment practices which resulted in  
25 underpayment for hours worked each pay period as more set forth below:

26 122. Failure to Pay All Wages Owed Twice Per Month. Defendants were required to pay  
27 Plaintiffs all wages earned twice during each calendar month pursuant to Labor Code § 204(a).  
28 Defendants failed to pay all wages earned to Plaintiffs as a result of the unlawful employment policies

1 and practices herein. As a result of these practices, Plaintiffs were underpaid for hours worked, including  
2 overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per  
3 month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as  
4 required by law.

5 **TWELFTH CAUSE OF ACTION**

6 **(Against All Defendants For Violation Of Labor Code § 212, 213)**

7 123. Plaintiffs incorporate all preceding paragraphs of this Complaint as though fully set forth  
8 herein.

9 124. Section 212(a)(2) of the California Labor Code requires that any scrip, coupon, cards, or  
10 other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than in  
11 money.

12 125. Defendant has violated Labor Code § 212(a)(2) because they issued Plaintiff and  
13 Defendant's California employees wages with a Pay App. Therefore, Plaintiffs were not paid all wages  
14 due in violation of Labor Code § 212(a)(2). As a result, Defendant is liable for civil penalties pursuant to  
15 Labor Code § 212(a)(2).

16 126. Defendant has violated Labor Code § 213 because it required Plaintiffs and  
17 Defendant's California employees to receive wages through a Pay App. Defendant only paid wages by  
18 Pay App. As a result, Defendant is liable for civil penalties pursuant to Labor Code § 213.  
19 Wherefore, Plaintiffs and the Class they seek to represent request relief as described below.

20 **THIRTEENTH CAUSE OF ACTION**

21 **(Against All Defendants for Failure to Maintain Accurate Records of Hours Worked and Meal**  
22 **Periods (Cal. Lab. Code §§ 1174, 1174.5)**

23 127. Plaintiffs incorporate all preceding paragraphs of this Complaint as though fully set forth  
24 herein.

25 128. Pursuant to California Labor Code § 1174.5, any person, including any entity, employing  
26 labor who willfully fails to maintain accurate and complete records required by California Labor Code §  
27 1174 is subject to a penalty under § 1174.5.

28 ///

1           129. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records  
2 showing when the employee begins and ends each work period, including meal periods and total hours  
3 worked daily.

4           130. Defendant has violated Labor Code § 1174 because Defendant failed to maintain accurate  
5 records of hours worked and all meal periods taken or missed by Plaintiffs. As a result, Defendant is  
6 liable for civil penalties pursuant to Labor Code § 1174.5.

7                                   **FOURTEENTH CAUSE OF ACTION**

8           **(Against All Defendants for Recordkeeping Requirement Violations (Cal. Lab. Code §§ 1174,**  
9                                   **1198, 1199))**

10           131. Plaintiffs incorporate all preceding paragraphs of this Complaint as though fully set forth  
11 herein.

12           132. California Labor Code § 1174 requires employers to keep “accurate and complete”  
13 payroll records showing, among other things, the hours worked daily by employees.

14           133. All Applicable IWC Wage Orders, section 7, similarly requires employers to keep  
15 accurate time records reflecting the times during which all owed meal periods were provided each day.

16           134. Defendant has violated Labor Code section § 1174 by failing to keep accurate and  
17 complete payroll records, as required by law, including but not limited to the following records: total  
18 daily hours worked, applicable rates of pay, time records showing when Plaintiffs began and ended each  
19 work period, time records of meal periods, and accurate itemized wage statements.

20           135. Defendant’s failure to keep “accurate and complete” payroll records for Plaintiffs violates  
21 Labor Code §§ 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7.

22 As a result of these violations, Defendant is liable for civil penalties pursuant to Labor Code §§ 558.1,  
23 226.6, 1174.5, and 2699.

24 ///

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**PRAYER FOR RELIEF**

Plaintiffs, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

**Class Certification**

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Eleventh, Twelfth, Thirteenth, and Fourteenth Causes of Action;

2. That Plaintiffs be appointed as the representatives of the Class; and,

3. That counsel for Plaintiffs be appointed as Class Counsel.

**As to the First Cause of Action**

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;

5. For unpaid wages as may be appropriate;

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

7. For penalties, restitution, and liquidated damages pursuant to California Labor Code § 1197.1;

8. For liquidated damages;

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

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

**As to the Second Cause of Action**

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

12. For unpaid wages at overtime wage rates as may be appropriate;

13. For pre-judgment interest on any unpaid overtime compensation commencing from the

1 date such amounts were due;

2 14. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California  
3 Labor Code § 1194(a); and,

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

5 As to the Third Cause of Action

6 16. That the Court declare, adjudge, and decree that Defendants violated California Labor  
7 Code §§ 226.7 and 512, and the IWC Wage Orders;

8 17. For unpaid meal period premium wages as may be appropriate;

9 18. For pre-judgment interest on any unpaid compensation commencing from the date such  
10 amounts were due;

11 19. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and  
12 for costs of suit incurred herein; and,

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

14 As to the Fourth Cause of Action

15 21. That the Court declare, adjudge, and decree that Defendants violated California Labor  
16 Code §§ 226.7 and 512, and the IWC Wage Orders;

17 22. For unpaid rest period premium wages as may be appropriate;

18 23. For pre-judgment interest on any unpaid compensation commencing from the date such  
19 amounts were due;

20 24. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and  
21 for costs of suit incurred herein; and,

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

23 As to the Fifth Cause of Action

24 26. That the Court declare, adjudge and decree that Defendants violated California Labor  
25 Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination  
26 of the employment;

27 27. For statutory wage penalties pursuant to California Labor Code § 203 for former  
28 employees who have left Defendants' employ;

- 1           28.    For pre-judgment interest on any unpaid wages from the date such amounts were due;  
2           29.    For reasonable attorneys' fees and for costs of suit incurred herein; and,  
3           30.    For such other and further relief as the Court may deem equitable and appropriate.

4                               As to the Sixth Cause of Action

5           31.    That the Court declare, adjudge, and decree that Defendants violated the record keeping  
6 provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to  
7 provide accurate itemized wage statements thereto;

8           32.    For all actual damages, according to proof;

9           33.    For statutory penalties pursuant to California Labor Code § 226(e);

10          34.    For injunctive relief to ensure compliance with this section, pursuant to California Labor  
11 Code § 226(h);

12          35.    For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

14                               As to the Seventh Cause of Action

15          37.    That the Court declare, adjudge, and decree that Defendants violated California Labor  
16 Code § 2802 by willfully failing to indemnify employees for expenditures;

17          38.    For unpaid wages or unreimbursed business expenses as may be appropriate;

18          39.    For pre-judgment interest on any unpaid compensation commencing from the date such  
19 amounts were due;

20          40.    For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

22                               As to the Eighth Cause of Action

23          42.    That the Court declare, adjudge, and decree that Defendants violated California Labor  
24 Code § 226, 432, and 1198.5 by willfully failing to produce employment records;

25          43.    For statutory penalties pursuant to California Labor Code §§ 226(f) and 1198.5(k);

26          44.    For injunctive relief to ensure compliance with this section, pursuant to California Labor  
27 Code § 226(h) and 1198.5(l);

28          45.    For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

2                                 As to the Ninth Cause of Action

3           47.     That the Court declare, adjudge, and decree that Defendants violated California Business  
4     & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time,  
5     and overtime wages), failing to provide meal periods, and failing to authorize and permit rest periods;

6           48.     For restitution of unpaid wages to Plaintiffs and all Class Members and prejudgment  
7     interest from the day such amounts were due and payable;

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

11          50.     For reasonable attorneys' fees and costs of suit incurred herein pursuant to California  
12    Code of Civil Procedure § 1021.5;

13          51.     For injunctive relief to ensure compliance with this section, pursuant to California  
14    Business & Professions Code §§ 17200, *et seq.*; and,

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

16                                 As to the Tenth Cause of Action

17          53.     That the Court declare, adjudge and decree that Defendants violated the California Labor  
18    Code by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to  
19    provide meal periods, failing to authorize and permit rest periods, failing to pay all earned wages twice  
20    per month, failing to maintain accurate records of hours worked and meal periods, failing to timely pay  
21    final wages, failing to furnish accurate wage statements, failing to indemnify for expenditures, and failing  
22    to produce requested employment records;

23          54.     An award of civil penalties on behalf of Plaintiffs, individually, and on behalf of the State of  
24    California, and all similarly aggrieved employees pursuant to PAGA;

25          55.     Pre-judgment and post-judgment interest at the maximum rate allowed;

26          56.     Attorneys' fees and costs reasonably incurred; and

27          57.     Injunctive and declaratory relief to the extent allowed by PAGA.

28     ///

As to the Eleventh Cause of Action

58. That Defendants are found to have violated the requirements of Labor Code §§ 210, 218 for failure to pay all hours worked, including overtime hours worked.

As to the Twelfth Cause of Action

59. That Defendants are found to have violated the requirements of Labor Code § 212.

60. That Defendants are found to have violated the requirements of Labor Code § 213.

As to the Thirteenth Cause of Action

61. That Defendants are found to have violated the requirements of Labor Code § 1174.

As to the Fourteenth Cause of Action

62. That Defendants are found to have violated the requirements of Labor Code §§ 1174, 1198, 1199.

As to all Causes of Action

63. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: February 11, 2026

**WILSHIRE LAW FIRM, PLC**

By: 

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Dated: February 11, 2026

**OTKUPMAN LAW FIRM,**  
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By: 

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Attorneys for *Plaintiff*  
EDWARD PEREZ

**DEMAND FOR JURY TRIAL**

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: February 11, 2026

**WILSHIRE LAW FIRM, PLC**

By: 

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