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Case #24CV446083
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

INGA LARSEN, individually, and on
behalf of other members of the general
public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act (“PAGA”),

Plaintiff,

vs.

BRIGHT HORIZONS CHILDREN’S
CENTERS LLC, a Delaware limited
liability company; BRIGHT HORIZONS
FAMILY SOLUTIONS LLC, a Delaware
limited liability company; ASPIRATIONS,
INC., a California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 24CV446083

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*

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- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

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

4 JURISDICTION AND VENUE

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

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

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

3. Venue is proper in this Court, because Defendants employ persons within the County of Santa Clara, and have violated the requirements of the California Labor Code and applicable Wage Order in this county which give rise to the penalties sought in this action. Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the California Labor Code and applicable IWC Wage Order in at least ten locations within the County of Santa Clara, including Defendants' locations in Cupertino (10253 North Portal Ave., Cupertino, California 95014); Los Gatos (220 Belgatos Road, Los Gatos, California 95032); Mountain View (462 Stierlin Rd., Mountain View, California 94043; 92 W. El Camino Real, Mountain View, California 94040); Palo Alto (991 Commercial St., Palo Alto, California 94303); San Jose (90 Skyport Drive, San Jose, California 95110; 1250 Blossom Hill Road, San Jose, California 95118; 7245 Sharon Drive, San Jose, California 95129; 6120 Liska Lane, San Jose, California 95119); and Sunnyvale (1010 Sunnyvale Saratoga Road, Sunnyvale, California 94087). Pursuant to California Civil Code of Procedure section 393, venue is proper for the recovery of a penalty or forfeiture imposed by statute in the county in which the cause, or some part of the cause, arose. Because Defendants have employees in Santa Clara County and Plaintiff could bring this action to recover penalties in Santa Clara County, venue is proper.

THE PARTIES

4. Plaintiff Inga Larsen is a resident of San Francisco, in San Francisco County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately 2015 to March 2024. Plaintiff worked for Defendants as a Lead Teacher at their UCSF at Mission Bay Child Development Center location in San Francisco, California. During her employment, Plaintiff typically worked eight (8) hours per day and five (5) days per week. Plaintiff's primary job duties included, without limitation, supervising students, providing snacks, facilitating playtime and reading, creating curriculum guidelines, planning

1 weekly teacher meetings, and holding parent-teacher conferences.

2 5. BRIGHT HORIZONS CHILDREN’S CENTERS LLC was and is, upon
3 information and belief, a Delaware limited liability company, and at all times hereinafter
4 mentioned, an employer whose employees are engaged throughout this county and the State of
5 California.

6 6. BRIGHT HORIZONS FAMILY SOLUTIONS LLC was and is, upon
7 information and belief, a Delaware limited liability company, and at all times hereinafter
8 mentioned, an employer whose employees are engaged throughout this county and the State of
9 California.

10 7. ASPIRATIONS, INC. was and is, upon information and belief, a California
11 corporation, and at all times hereinafter mentioned, an employer whose employees are
12 engaged throughout this county and the State of California.

13 8. Plaintiff is unaware of the true names or capacities of the Defendants sued
14 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
15 amend the complaint and serve such fictitiously named Defendants once their names and
16 capacities become known.

17 9. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
18 were the partners, agents, owners, or managers of BRIGHT HORIZONS CHILDREN’S
19 CENTERS LLC; BRIGHT HORIZONS FAMILY SOLUTIONS LLC; and ASPIRATIONS,
20 INC. at all relevant times.

21 10. Plaintiff is informed and believes, and thereon alleges, that each and all of the
22 acts and omissions alleged herein was performed by, or is attributable to BRIGHT
23 HORIZONS CHILDREN’S CENTERS LLC; BRIGHT HORIZONS FAMILY SOLUTIONS
24 LLC; ASPIRATIONS, INC.; and/or DOES 1 through 10 (collectively, “Defendants” or
25 “BRIGHT HORIZONS”), each acting as the agent, employee, alter ego, and/or joint venturer
26 of, or working in concert with, each of the other co-Defendants and was acting within the
27 course and scope of such agency, employment, joint venture, or concerted activity with legal
28 authority to act on the others’ behalf. The acts of any and all Defendants were in accordance

1 with, and represent, the official policy of Defendants.

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

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

9 13. Under California law, Defendants are jointly and severally liable as employers
10 for the violations alleged herein because they have each exercised sufficient control over the
11 wages, hours, working conditions, and employment status of Plaintiff and class members.
12 Each Defendant had the power to hire and fire Plaintiff and class members, supervised and
13 controlled their work schedule and/or conditions of employment, determined their rate of pay,
14 and maintained their employment records. Defendants suffered or permitted Plaintiff and
15 class members to work and/or “engaged” Plaintiff and class members so as to create a
16 common-law employment relationship. As joint employers of Plaintiff and class members,
17 Defendants are jointly and severally liable for the civil penalties and all other relief available
18 to Plaintiff and class members under the law.

19 14. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
20 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
21 members because Defendants have:

22 (a) jointly exercised meaningful control over the work performed by
23 Plaintiff and class members;

24 (b) jointly exercised meaningful control over Plaintiff’s and class members’
25 wages, hours, and working conditions, including the quantity, quality
26 standards, speed, scheduling, and operative details of the tasks
27 performed by Plaintiff and class members;

28 (c) jointly required that Plaintiff and class members perform work which is

an integral part of Defendants’ businesses; and

(d) jointly exercised control over Plaintiff and class members as a matter of economic reality in that Plaintiff and class members were dependent on Defendants, who shared the power to set the wages of Plaintiff and class members and determined their working conditions, and who jointly reaped the benefits from the underpayment of their wages and noncompliance with other statutory provisions governing their employment.

15. Plaintiff is informed and believes, and thereon alleges, that at all relevant times there has existed a unity of interest and ownership between Defendants such that any individuality and separateness between the entities has ceased.

16. BRIGHT HORIZONS CHILDREN’S CENTERS LLC; BRIGHT HORIZONS FAMILY SOLUTIONS LLC; ASPIRATIONS, INC.; and DOES 1 through 10 are therefore alter egos of each other.

17. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name BRIGHT HORIZONS.

18. Plaintiff further alleges, upon information and belief, that Defendants BRIGHT HORIZONS CHILDREN’S CENTERS LLC; BRIGHT HORIZONS FAMILY SOLUTIONS LLC; and ASPIRATIONS, INC. are alter egos of each other for the following reasons:

(a) According to Bright Horizons Family Solutions Inc.’s SEC Form 10-K filing for 2023¹, BRIGHT HORIZONS CHILDREN’S CENTERS LLC; BRIGHT HORIZONS FAMILY SOLUTIONS LLC; and ASPIRATIONS, INC. are wholly owned subsidiaries of Bright Horizons Family Solutions Inc.;

(b) On the California Secretary of State’s website

¹ 10-K “Bright Horizons – SEC Filings,” <https://investors.brighthorizons.com/financials/sec-filings> (last accessed Aug. 26, 2024).

(<https://bizfileonline.sos.ca.gov/>), BRIGHT HORIZONS CHILDREN’S CENTERS LLC; BRIGHT HORIZONS FAMILY SOLUTIONS LLC; and ASPIRATIONS, INC.; share the same principal address and mailing address, “2 WELLS AVENUE, NEWTON, MA 02459”;

(c) According to their most recent “Statement of Information” forms filed with the California Secretary of State, BRIGHT HORIZONS CHILDREN’S CENTERS LLC; BRIGHT HORIZONS FAMILY SOLUTIONS LLC; and ASPIRATIONS, INC. share the same officers, including, but not limited to, Stephen Kramer, who serves as Chief Executive Officer, Manager, or Member; and John G. Casagrande, who serves as Secretary, Manager, or Member;

(d) On the California Secretary of State’s website, BRIGHT HORIZONS CHILDREN’S CENTERS LLC; BRIGHT HORIZONS FAMILY SOLUTIONS LLC; and ASPIRATIONS, INC. share the same agent for service of process, CSC – LAWYERS INCORPORATING SERVICE; and

(e) On information and belief, BRIGHT HORIZONS CHILDREN’S CENTERS, LLC; BRIGHT HORIZONS FAMILY SOLUTIONS LLC; and ASPIRATIONS, INC. utilize the same standardized employment forms and issue the same employment policies.

GENERAL ALLEGATIONS

19. Defendants are a global provider of early education and child care, adult/elder care, and workplace education services, and operate about 53 locations throughout California. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in Newton, Massachusetts, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

1 20. In particular, Plaintiff and class members, on information and belief, received
2 the same standardized documents and/or written policies. Upon information and belief, the
3 usage of standardized documents and/or written policies, including new-hire documents,
4 indicate that Defendants dictated policies at the corporate level and implemented them
5 company-wide, regardless of their employees' assigned locations or positions. Upon
6 information and belief, Defendants set forth uniform policies and procedures in several
7 documents provided at an employee's time of hire.

8 21. Upon information and belief, Defendants maintain a centralized Payroll
9 department at their company headquarters in Newton, Massachusetts, which processes payroll
10 for all non-exempt, hourly paid employees working for Defendants at their various locations
11 in California, including Plaintiff and class members. Based upon information and belief,
12 Defendants issue the same formatted wage statements to all non-exempt, hourly paid
13 employees in California, irrespective of their work locations. Upon information and belief,
14 Defendants process payroll for departing employees in the same manner throughout the State
15 of California, regardless of the manner in which each employee's employment ends.

16 22. Defendants continue to employ non-exempt or hourly paid employees in
17 California.

18 23. Plaintiff is informed and believes, and thereon alleges, that at all times herein
19 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
20 and advisors knowledgeable about California labor and wage law, employment and personnel
21 practices, and about the requirements of California law.

22 24. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
23 members were not paid for all hours worked because all hours worked were not recorded.

24 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and class members were entitled to receive certain wages for
26 overtime compensation and that they were not receiving certain wages for overtime
27 compensation.

28 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and class members were entitled to be paid at a regular rate
2 of pay, and corresponding rates of pay for overtime wages and/or meal and rest period
3 premiums, that included as eligible income all remuneration required by law, including but not
4 limited to, all income derived from incentive pay, nondiscretionary bonuses, and/or other
5 forms of compensation, but failed to include all forms of remuneration in calculating the
6 regular rate of pay for Plaintiff and class members.

7 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and class members were entitled to receive at least minimum
9 wages for compensation and that they were not receiving at least minimum wages for work
10 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
11 and class members were not paid at least minimum wages for work done off-the-clock.

12 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and class members were entitled to meal periods in
14 accordance with the California Labor Code and applicable IWC Wage Order or payment of
15 one (1) additional hour of pay at their regular rates of pay when they were not provided with
16 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members
17 were not provided with all meal periods or payment of one (1) additional hour of pay at their
18 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
19 period.

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

28 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and class members were entitled to receive complete and
2 accurate wage statements in accordance with California law. In violation of the California
3 Labor Code, Plaintiff and class members were not provided complete and accurate wage
4 statements.

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

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

15 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and class members were entitled to timely payment of wages
17 during their employment. In violation of the California Labor Code, Plaintiff and class
18 members did not receive payment of all wages, including, but not limited to, overtime wages,
19 minimum wages, and/or meal and rest period premiums, within permissible time periods.

20 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and class members were entitled to receive full
22 reimbursement for all business-related expenses and costs they incurred during the course and
23 scope of their employment and that they did not receive full reimbursement of applicable
24 business-related expenses and costs incurred.

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

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

7 **PAGA REPRESENTATIVE ALLEGATIONS**

8 37. At all times herein set forth, PAGA provides that any provision of law under
9 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
10 assessed and collected by the Labor and Workforce Development Agency ("LWDA") for
11 violations of the California Labor Code and applicable IWC Wage Order may, as an
12 alternative, be recovered by aggrieved employees in a civil action brought on behalf of
13 themselves and other current or former employees pursuant to procedures outlined in
14 California Labor Code section 2699.3.

15 38. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as
16 "any person who was employed by the alleged violator and personally suffered each of the
17 violations alleged."

18 39. Plaintiff and other current and former employees of Defendants are "aggrieved
19 employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants'
20 current or former employees and each of the alleged violations were committed against them.

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

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

- 1 (b) An aggrieved employee's notice filed with the LWDA pursuant to
2 2699.3(a) and any employer response to that notice shall be
3 accompanied by a filing fee of seventy-five dollars (\$75).
- 4 (c) The LWDA shall notify the employer and the aggrieved employee or
5 representative by certified mail that it does not intend to investigate the
6 alleged violation ("LWDA Notice") within sixty (60) calendar days of
7 the postmark date of the aggrieved employee's notice. Upon receipt of
8 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
9 (65) calendar days of the postmark date of the aggrieved employee's
10 notice, the aggrieved employee may commence a civil action pursuant
11 to California Labor Code section 2699 to recover civil penalties.

12 41. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
13 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
14 provision other than those listed in Section 2699.5 after the following requirements have been
15 met:

- 16 (a) The aggrieved employee or representative shall give written notice by
17 online filing with the LWDA and by certified mail to the employer of
18 the specific provisions of the California Labor Code alleged to have
19 been violated (other than those listed in Section 2699.5), including the
20 facts and theories to support the alleged violation.
- 21 (b) An aggrieved employee's notice filed with the LWDA pursuant to
22 2699.3(c) and any employer response to that notice shall be
23 accompanied by a filing fee of seventy-five dollars (\$75).
- 24 (c) The employer may cure the alleged violation within thirty-three (33)
25 calendar days of the postmark date of the notice sent by the aggrieved
26 employee or representative. The employer shall give written notice
27 within that period of time by certified mail to the aggrieved employee or
28 representative and by online filing with the LWDA if the alleged

violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the aggrieved employee may commence a civil action pursuant to Section 2699.

42. On November 1, 2024, Plaintiff provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-1059673-24. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."² A true and correct copy of the LWDA's confirmation of receipt of Plaintiff's written notice is attached hereto as "Exhibit 2."

43. As of the filing date of this complaint, over 65 days have passed since Plaintiff sent the notice described above to the LWDA, and the LWDA has not responded that it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

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

45. Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty

² Plaintiff's written notice inadvertently did not include the date of mailing and submission to the LWDA on the initial page. The certified mail receipts included at the end of Plaintiff's written notice reflect the date of mailing on November 1, 2024. In addition, a copy of the LWDA confirmation of receipt bearing the date of submission of Plaintiff's written notice is included as Exhibit 2.

dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.”

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

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

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

CLASS ACTION ALLEGATIONS

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

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

51. Plaintiff’s proposed class consists of and is defined as follows:

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

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

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

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

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

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

- 11 (a) Whether Defendants required Plaintiff and class members to work over
12 eight (8) hours per day, over twelve (12) hours per day, or over forty
13 (40) hours per week and failed to pay all legally required overtime
14 compensation to Plaintiff and class members;
- 15 (b) Whether Defendants failed to include all forms of remuneration in the
16 regular rate of pay as required by law for purposes of paying overtime
17 wages and/or meal and rest period premiums to Plaintiff and class
18 members;
- 19 (c) Whether Defendants failed to pay Plaintiff and class members at least
20 minimum wages for all hours worked;
- 21 (d) Whether Defendants failed to provide Plaintiff and class members with
22 meal periods;
- 23 (e) Whether Defendants failed to authorize and permit Plaintiff and class
24 members to take rest periods;
- 25 (f) Whether Defendants provided Plaintiff and class members with
26 complete and accurate wage statements as required by California Labor
27 Code section 226(a);
- 28 (g) Whether Defendants maintained accurate payroll records as required by

California Labor Code section 1174(d);

- (h) Whether Defendants failed to pay earned overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiff and class members upon their discharge;
- (i) Whether Defendants failed timely to pay overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiff and class members during their employment;
- (j) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
- (k) Whether Defendants failed to provide written notice of information material to Plaintiff's and class members' employment with Defendants;
- (l) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (m) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

56. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest, and Plaintiff's claims (or defenses, if

any) are typical of all class members as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that she has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are 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 while simultaneously protecting their privacy.

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1 **FIRST CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**

3 **(Against all Defendants)**

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

6 58. Labor Code section 1198 makes it illegal to employ an employee under
7 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
8 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
9 shall be the . . . standard conditions of labor for employees. The employment of any employee
10 . . . under conditions of labor prohibited by the order is unlawful.”

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

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

20 61. The applicable IWC Wage Order further provides that Defendants are and were
21 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
22 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
23 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
24 employee, including nondiscretionary bonuses and incentive pay.

25 62. California Labor Code section 510 codifies the right to overtime compensation
26 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
27 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
28 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate

1 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
2 in a day on the seventh (7th) day of work.

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

8 64. First, during the relevant time period, Defendants had, and continue to have, a
9 company-wide policy and/or practice of discouraging and impeding Plaintiff and class
10 members from recording hours worked that were outside of their scheduled shifts in order to
11 limit the amount of overtime employees could accrue. This policy of limiting overtime led
12 Plaintiff and class members to work off-the-clock outside of their scheduled shift times
13 because they were required to record their scheduled shift start- and end-times instead of their
14 actual hours worked. For example, at the end of each shift and for up to 10 minutes per
15 instance, Plaintiff was required to clean and prepare the classroom for the next day. However,
16 Plaintiff was not permitted to begin these duties while students were still present in the
17 classroom, nor was she permitted to remain clocked in and record this time spent working
18 after her scheduled shift end-time. As another example, Plaintiff and class members were not
19 permitted to record time spent speaking with parents and/or students when they entered
20 Defendants' premises and before they reached their classrooms to clock in the timekeeping
21 system. Although Plaintiff would be delayed from clocking in for 10-15 minutes while she
22 engaged in work-related duties, Defendants did not permit her to record this time spent under
23 the control of Defendants. As a further example, Plaintiff spent up to four (4) hours per week
24 on her days off preparing curriculum for her classes but was also not permitted to record this
25 time spent preparing. Thus, Defendants failed to track the time Plaintiff and class members
26 spent working outside of their shifts, and Plaintiff and class members received no
27 compensation for this time.

28 65. Second, Defendants had, and continue to have, a company-wide policy and/or

1 practice of understaffing their locations, such that there were too few teachers to provide meal
2 period coverage for Plaintiff and class members. For example, Defendants required at least
3 one (1) teacher, such as Plaintiff, to be in the classroom at all times for every 12 students.
4 Because Defendants did not employ or staff a sufficient number of teachers to supervise the
5 number of students present on any given day, there were often not enough teachers available
6 to relieve employees needing meal period coverage, and Plaintiff and class members were not
7 always afforded uninterrupted 30-minute meal periods during shifts when they were entitled
8 to receive a meal period. Defendants also had a practice of failing to adhere to a schedule for
9 meal periods, which further caused Plaintiff and class members to not be relieved of their
10 duties for compliant meal periods. For example, Plaintiff sometimes worked through her meal
11 periods to keep up with the demands of work and to maintain the required ratio of teachers to
12 students at all times. Thus, Plaintiff and class members worked through meal periods and/or
13 had meal periods cut short or interrupted in order to handle their workloads. Defendants did
14 not compensate Plaintiff and class members for the time they spent working off the clock
15 during unpaid meal periods.

16 66. Third, because Defendants frowned upon employees accruing meal period
17 premiums, on information and belief, Defendants' management pressured employees to clock
18 out for meal periods, upon threat of discipline, and/or adjusted employee time records to
19 reflect compliant meal periods, even when they had not received compliant meal periods. For
20 example, Plaintiff would clock out at her scheduled meal period time but would work through
21 her unpaid meal period, out of fear of being disciplined by Defendants.

22 67. Defendants knew or should have known that as a result of these company-wide
23 practices and/or policies, Plaintiff and class members were performing their assigned duties
24 off-the-clock before and after their shifts and during meal periods, and were suffered or
25 permitted to perform work for which they were not paid. Because Plaintiff and class members
26 worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of
27 this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and class
28 members were not paid overtime wages for all of the overtime hours they actually worked.

1 68. Moreover, Defendants did not pay Plaintiff and class members the correct
2 overtime rate for the recorded overtime hours that they generated. In addition to an hourly
3 wage, Defendants paid Plaintiff and class members incentive pay, nondiscretionary bonuses,
4 and/or other forms of remuneration. However, in violation of the California Labor Code,
5 Defendants failed to incorporate all compensation, including incentive pay, nondiscretionary
6 bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for
7 purposes of calculating the overtime wage rate. Therefore, during times when Plaintiff and
8 class members worked overtime and received these other forms of pay, Defendants failed to
9 pay all overtime wages by paying a lower overtime rate than required.

10 69. For example, Defendants paid Plaintiff and class members incentive pay and/or
11 nondiscretionary bonuses which were listed on Plaintiff's and class members' wage
12 statements as "Bonus." During pay periods that Plaintiff and class members were paid
13 overtime wages, Defendants did not incorporate the incentive pay and/or nondiscretionary
14 bonuses into Plaintiff's and class members' regular rate of pay and, as a result, paid them at
15 incorrect and lower rates of pay for overtime hours worked. Specifically, Defendants paid
16 Plaintiff and class members 1.5 times their hourly rate of pay instead of 1.5 times their regular
17 rate of pay. Defendants' failure to properly calculate the overtime rates of pay based on all
18 remuneration paid has resulted in an underpayment of overtime wages to Plaintiff and class
19 members on a company-wide basis.

20 70. Defendants' failure to pay Plaintiff and class members the balance of overtime
21 compensation as required by California law, violates the provisions of California Labor Code
22 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
23 members are entitled to recover from Defendants their unpaid overtime compensation, as well
24 as interest, costs, and attorneys' fees.

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SECOND CAUSE OF ACTION
Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid
Minimum Wages
(Against all Defendants)

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

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

73. As set forth above, as a result of Defendants’ policy of limiting the amount of overtime employees could accrue, Defendants required Plaintiff and class members to only record their scheduled shift times in the timekeeping system and perform work off-the-clock outside of their scheduled shift times, such as cleaning and preparing the classroom for the next day, speaking with parents and students, and preparing curriculum, but they were not permitted to remain clocked in and/or record this time spent working outside of scheduled shifts.

74. Moreover, as also stated, due to Defendants’ policies and/or practices of understaffing their facilities, failing to adhere to a schedule for meal periods, and subsequent lack of meal coverage, Plaintiff and class members were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Moreover, as also stated, in order to prevent employees from accruing meal period premiums, Defendants’ management pressured employees to clock out for meal periods, upon threat of discipline, and/or adjusted employee

1 time records to reflect compliant meal periods, even when meal periods were missed, short,
2 and/or interrupted. Thus, Defendants systematically failed to pay Plaintiff and class members
3 for actual hours worked during unpaid meal periods because these hours were not always
4 correctly recorded.

5 75. Defendants did not pay minimum wages for all hours worked by Plaintiff and
6 class members. To the extent that these off-the-clock hours did not qualify for overtime
7 premium payment, Defendants did not pay at least minimum wages for those hours worked
8 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
9 1198.

10 76. Defendants' failure to pay Plaintiff and class members minimum wages violates
11 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
12 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from
13 Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and
14 interest thereon.

15 **THIRD CAUSE OF ACTION**

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

17 **Violations**

18 **(Against all Defendants)**

19 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
20 and every allegation set forth above.

21 78. At all relevant times herein set forth, California Labor Code section 512(a)
22 provides that an employer may not require, cause, or permit an employee to work for a period
23 of more than five (5) hours per day without providing the employee with a meal period of not
24 less than thirty (30) minutes, except that if the total work period per day of the employee is
25 not more than six (6) hours, the meal period may be waived by mutual consent of both the
26 employer and the employee. Under California law, first meal periods must start after no more
27 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

28 79. At all relevant times herein set forth, California Labor Code sections 226.7,

1 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
2 meal period mandated by an applicable order of the IWC.

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

10 81. As stated, Defendants had, and continue to have, a company-wide policy and/or
11 practice of understaffing their locations, such that there were too few teachers to provide meal
12 period coverage for Plaintiff and class members. For example, Defendants required at least
13 one (1) teacher, such as Plaintiff, to be in the classroom at all times for every 12 students.
14 Because Defendants did not employ or staff a sufficient number of teachers to supervise the
15 number of students present on any given day, there were often not enough teachers available
16 to relieve employees needing meal period coverage, and Plaintiff and class members were not
17 always afforded timely, uninterrupted 30-minute meal periods during shifts when they were
18 entitled to receive a meal period. Further, as stated, Defendants had a company-wide practice
19 and/or policy of failing to adhere to a schedule for meal periods, which further caused Plaintiff
20 and class members to not be relieved of their duties for compliant meal periods.

21 82. As a result, Plaintiff and class members had to work through all or part of their
22 meal periods, had their meal periods interrupted, and/or had to wait extended periods of time
23 before taking meal periods. For example, as stated, Plaintiff sometimes worked through her
24 meal periods to keep up with the demands of work and to maintain the required ratio of
25 teachers to students at all times.

26 83. Also, as stated, on information and belief, because Defendants frowned upon
27 employees accruing meal period premiums, Defendants' management pressured employees to
28 clock out for meal periods, upon threat of discipline, and/or adjusted employee time records to

1 reflect compliant meal periods, regardless of whether they had received a compliant meal
2 period or not, in order to strictly limit the meal period premiums that would need to be paid by
3 Defendants. Plaintiff and class members did not sign valid meal period waivers on days that
4 they were entitled to meal periods and were not relieved of all duties.

5 84. At all times herein mentioned, Defendants knew or should have known that, as
6 a result of these policies, Plaintiff and class members were prevented from being relieved of
7 all duties and required to perform some of their assigned duties during meal periods.
8 Defendants further knew or should have known that Defendants did not pay Plaintiff and class
9 members meal period premiums when meal periods were missed, shortened, interrupted,
10 and/or late.

11 85. Moreover, Defendants engaged in a company-wide practice and/or policy of
12 not paying meal period premiums owed when compliant meal periods are not provided.
13 Because of this practice and/or policy, Plaintiff and class members have not received premium
14 pay for missed, late, and interrupted meal periods. Alternatively, to the extent that Defendants
15 did pay Plaintiff and class members premium pay for missed, late, and interrupted meal
16 periods, Defendants did not pay Plaintiff and class members at the correct rate of pay for
17 premiums because Defendants systematically failed to include all forms of compensation,
18 such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the
19 regular rate of pay. As a result, Defendants failed to provide Plaintiff and class members
20 compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516
21 and failed to pay the full meal period premiums due.

22 86. Defendants' conduct violates the applicable IWC Wage Order, and California
23 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
24 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
25 rate of compensation for each work day that the meal period was not provided.

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1 **FOURTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations**
3 **(Against all Defendants)**

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

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

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

15 90. At all relevant times, California Labor Code section 226.7 provides that no
16 employer shall require an employee to work during any rest period mandated by an applicable
17 order of the California IWC. To comply with its obligation to authorize and permit rest
18 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
19 employer must "relinquish any control over how employees spend their break time, and
20 relieve their employees of all duties—including the obligation that an employee remain on
21 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
22 *Inc.*, 2 Cal. 5th 257, 273 (2016).

23 91. Pursuant to the applicable IWC Wage Order and California Labor Code section
24 226.7(c), Plaintiff and class members are entitled to recover from Defendants one (1)
25 additional hour of pay at their regular rates of pay for each work day that a required rest
26 period was not authorized and permitted.

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

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

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

14 94. As a result of Defendants' practices and policies, Plaintiff and class members
15 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
16 receiving all uninterrupted rest periods to which they were entitled. For example, Plaintiff
17 sometimes missed her rest periods due to the lack of coverage, heavy workload, and
18 Defendants' failure to adhere to a schedule for rest periods.

19 95. Defendants have also engaged in a company-wide practice and/or policy of not
20 paying rest period premiums owed when compliant rest periods are not authorized and
21 permitted. Because of this practice and/or policy, Plaintiff and class members have not
22 received premium pay for all missed rest periods. Alternatively, to the extent that Defendants
23 did pay Plaintiff and class members one (1) additional hour of premium pay for missed rest
24 periods, Defendants did not pay Plaintiff and class members at the correct rate of pay for
25 premium wages because Defendants failed to include all forms of compensation, such as
26 incentive pay, nondiscretionary bonuses, and/or other forms of compensation, in the regular
27 rate of pay. As a result, Defendants denied Plaintiff and class members rest periods and failed
28 to pay them rest period premiums due, in violation of Labor Code sections 226.7 and 516, and

1 the applicable IWC Wage Order.

2 96. Defendants' conduct violates the applicable IWC Wage Order and California
3 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
4 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
5 compensation for each work day that a compliant rest period was not authorized and
6 permitted.

7 **FIFTH CAUSE OF ACTION**

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

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

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

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

26 100. Because Defendants did not accurately record the time Plaintiff and Subclass
27 members spent working off-the-clock and deducted time from their records for meal periods
28 that were interrupted and/or missed (and therefore time for which they should have been paid),

1 Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff
2 and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same
3 reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and
4 Subclass members in violation of section 226(a)(2), and failed to list the applicable hourly
5 rates of pay in effect during the pay period and corresponding accurate number of work hours
6 worked at each hourly rate in violation of section 226(a)(9).

7 101. Moreover, because Defendants did not calculate Plaintiff's and Subclass
8 members' regular rate of pay correctly for purposes of paying overtime wages and/or meal and
9 rest period premiums, Defendants did not list the correct amount of gross wages in compliance
10 with section 226(a)(1). For the same reason, Defendants failed to list the correct amount of
11 net wages in violation of section 226(a)(5). Defendants also failed to correctly list all
12 applicable hourly rates in effect during the pay period, namely, correct rates of pay for
13 overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

14 102. The wage statement deficiencies also include, without limitation, failing to list
15 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
16 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
17 for which employees were paid; failing to list the name of the employee and only the last four
18 digits of his or her social security number or an employee identification number other than a
19 social security number; failing to list the name and address of the legal entity that is the
20 employer; and/or failing to state all hours worked as a result of not recording or stating hours
21 worked off-the-clock.

22 103. California Labor Code section 1174(d) provides that "[e]very person employing
23 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
24 employed and the ages of all minors" and "[k]eep, at a central location in the state or at the
25 plants or establishments at which employees are employed, payroll records showing the hours
26 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
27 applicable piece rate paid to, employees employed at the respective plants or
28 establishments" At all relevant times, and in violation of Labor Code section 1174(d),

Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass members showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

104. California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, Defendants engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Plaintiff and Subclass members, in violation of section 1198.

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

SIXTH CAUSE OF ACTION

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

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

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

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

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

110. Defendants' failure to pay Plaintiff and class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SEVENTH CAUSE OF ACTION

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

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

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

113. At all times relevant herein set forth, Labor Code section 204 provides that all

1 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
2 days, inclusive, of any calendar month, other than those wages due upon termination of an
3 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
4 the month during which the labor was performed.

5 114. At all times relevant herein, Labor Code section 204 provides that all wages
6 earned by any person in any employment between the sixteenth (16th) and the last day,
7 inclusive, of any calendar month, other than those wages due upon termination of an
8 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
9 month.

10 115. At all times relevant herein, Labor Code section 204 provides that all wages
11 earned for labor in excess of the normal work period shall be paid no later than the payday for
12 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
13 204 provides that the requirements of this section are deemed satisfied by the payment of
14 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
15 seven (7) calendar days following the close of the payroll period.

16 116. During the relevant time period, Defendants willfully failed to pay Plaintiff and
17 class members all wages due including, but not limited to, overtime wages, minimum wages,
18 and/or meal and rest period premiums, within the time periods specified by California Labor
19 Code section 204.

20 117. Defendants' failure to pay Plaintiff and class members all wages due violates
21 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from
22 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

23 **EIGHTH CAUSE OF ACTION**

24 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses** 25 **(Against all Defendants)**

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

28 119. At all times herein set forth, California Labor Code section 2802 provides that

1 an employer must reimburse employees for all necessary expenditures and losses incurred by
2 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
3 to prevent employers from passing off their cost of doing business and operating expenses on
4 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
5 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: “[w]hen
6 tools or equipment are required by the employer or are necessary to the performance of a job,
7 such tools and equipment shall be provided and maintained by the employer, except that an
8 employee whose wages are at least two (2) times the minimum wage provided herein may be
9 required to provide and maintain hand tools and equipment customarily required by the
10 particular trade or craft.”

11 120. During the relevant time period, Defendants, on a company-wide basis,
12 required Plaintiff and class members to use their personal mobile devices, including, but not
13 limited to, cellular phones, and/or mobile data to carry out their job duties but failed to
14 reimburse them for the costs of their work-related mobile device and/or mobile data expenses.
15 For example, Plaintiff was required to use her personal cellular phone to communicate with
16 managers and staff members to discuss work-related matters. Although Defendants required
17 Plaintiff and class members to use their personal mobile devices and/or mobile data to carry
18 out their work-related duties, Defendants failed to reimburse them for their costs incurred.

19 121. Defendants could have provided Plaintiff and class members with the actual
20 equipment for use on the job, such as company mobile devices, or Defendants could have
21 reimbursed employees for the cost of their mobile device usage. Instead, Defendants passed
22 these operating costs onto Plaintiff and class members. At all relevant times, Plaintiff did not
23 earn at least two (2) times the minimum wage.

24 122. Defendants’ company-wide policy and/or practice of not reimbursing
25 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
26 and class members violates California Labor Code section 2802. Defendants have
27 intentionally and willfully failed to reimburse Plaintiff and class members for necessary
28 business-related expenses and costs.

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

NINTH CAUSE OF ACTION

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

(Against all Defendants)

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

125. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, 2802, and 2810.5.

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

- (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants’ failure to compensate Plaintiff and other aggrieved employees with all required overtime pay, as alleged herein;
- (b) Violation of Labor Code sections 226.7, 510, and 1198, and the applicable IWC Wage Order for Defendants’ failure to include all forms of remuneration in the regular rate of pay as required by law for purposes of paying overtime wages and/or meal and rest period premiums to Plaintiff and other aggrieved employees, as alleged herein;
- (c) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order for Defendants’ failure to compensate Plaintiff and other aggrieved employees with at least

1 minimum wages for all hours worked, as alleged herein;

2 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
3 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
4 and other aggrieved employees with meal periods, as alleged herein;

5 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
6 applicable IWC Wage Order for Defendants' failure to authorize and
7 permit Plaintiff and other aggrieved employees to take rest periods, as
8 alleged herein;

9 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
10 IWC Wage Order for failure to provide accurate and complete wage
11 statements to Plaintiff and other aggrieved employees, as alleged herein;

12 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
13 IWC Wage Order for failure to maintain payroll records, as alleged
14 herein;

15 (h) Violation of Labor Code sections 201 and 202 for failure to pay all
16 earned wages upon termination, as alleged herein;

17 (i) Violation of Labor Code section 204 for failure to pay all earned wages
18 during employment, as alleged herein;

19 (j) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
20 and other aggrieved employees for all business expenses necessarily
21 incurred, as alleged herein; and

22 (k) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
23 provide written notice of information material to Plaintiff's and other
24 aggrieved employees' employment with Defendants, as set forth below.

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

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

8 128. At all relevant times, on information and belief, Defendants failed, on a
9 company-wide basis, to provide written notice to Plaintiff and other aggrieved employees that
10 lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
11 Specifically, Defendants failed to provide Plaintiff and other aggrieved employees with the
12 overtime rate(s) of pay in violation of section 2810.5(a)(1)(A). Instead, the wage theft form
13 that Defendants provided to Plaintiff is blank where the aforementioned wage information
14 should be filled in.

15 129. Defendants' failure to provide Plaintiff and other aggrieved employees with
16 written notice of basic information regarding their employment with Defendants is in violation
17 of Labor Code section 2810.5. Plaintiff and other aggrieved employees are therefore entitled
18 to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

19 **TENTH CAUSE OF ACTION**

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

21 **Unlawful Business Practices**

22 **(Against all Defendants)**

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

25 131. Defendants are "persons" as defined by California Business & Professions
26 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
27 and/or associations.

28 132. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,

1 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
2 suffered injury in fact and has lost money as a result of Defendants' unlawful business
3 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
4 meaning of Code of Civil Procedure section 1021.5.

5 133. Defendants' activities, as alleged herein, are violations of California law, and
6 constitute unlawful business acts and practices in violation of California Business &
7 Professions Code sections 17200, *et seq.*

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

- 11 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
12 class members, to work overtime without paying them proper
13 compensation in violation of California Labor Code sections 510 and
14 1198, and the applicable IWC Wage Order, as alleged herein;
- 15 (b) Failing to include all forms of remuneration in the regular rate of pay as
16 required by law for purposes of paying overtime wages and/or meal and
17 rest period premiums to Plaintiff and class members, in violation of
18 California Labor Code sections 226.7, 510, and 1198, and the applicable
19 IWC Wage Order, as alleged herein;
- 20 (c) Failing to pay at least minimum wage to Plaintiff and class members in
21 violation of California Labor Code sections 1182.12, 1194, 1197,
22 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
23 herein;
- 24 (d) Failing to provide all meal periods to Plaintiff and class members in
25 violation of California Labor Code sections 226.7, 512(a), 516, and
26 1198, and the applicable IWC Wage Order, as alleged herein;
- 27 (e) Failing to authorize and permit Plaintiff and class members to take all
28 rest periods in violation of California Labor Code sections 226.7, 516,

and 1198, and the applicable IWC Wage Order, as alleged herein;

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

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

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

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

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

136. During the relevant time period, Defendants failed to provide Plaintiff and class members with written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Specifically, Defendants failed to provide Plaintiff and class members with the overtime rate(s) of pay in violation of section 2810.5(a)(1)(A). Instead, the

1 wage theft form that Defendants provided to Plaintiff is blank where the aforementioned wage
2 information should be filled in.

3 137. Defendants' failure to provide Plaintiff and class members with written notice
4 of basic information regarding their employment with Defendants is in violation of California
5 Labor Code section 2810.5.

6 138. As a result of the violations of California law herein described, Defendants
7 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members
8 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged
9 herein.

10 139. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
11 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
12 Defendants during a period that commences four years prior to the filing of the initial
13 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
14 Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of
15 Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

16 **ELEVENTH CAUSE OF ACTION**

17 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**
18 **Unfair Business Practices**
19 **(Against all Defendants)**

20 140. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
21 and every allegation set forth above.

22 141. Defendants are "persons" as defined by California Business & Professions
23 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
24 and/or associations.

25 142. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
26 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
27 injury in fact and has lost money as a result of Defendants' unfair business practices. Plaintiff
28 seeks to enforce important rights affecting the public interest within the meaning of Code of

Civil Procedure section 1021.5.

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

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

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

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

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

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

4 **Class Certification**

5 2. That this case be certified as a class action;

6 3. That Plaintiff be appointed as the representative of the Class and Subclass;

7 4. That counsel for Plaintiff be appointed as class counsel.

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

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

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

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

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

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

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

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

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

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

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

California Labor Code section 1194(a);

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

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

As to the Third Cause of Action

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

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

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

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

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

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

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

As to the Fourth Cause of Action

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

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

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

1 proof;

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

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

5 28. For attorneys' fees pursuant to California Code of Civil Procedure section
6 1021.5, or as otherwise provided by law; and

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

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

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

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

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

17 33. For statutory penalties pursuant to California Labor Code section 226(e);

18 34. For attorneys' fees and costs pursuant to California Labor Code section
19 226(e)(1); and

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

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

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

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

1 may be appropriate;

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

4 51. For all actual, consequential, and incidental losses and damages, according to
5 proof;

6 52. For attorneys' fees and costs pursuant to California Labor Code section
7 2802(c), or as otherwise provided by law; and

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

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

11 54. That the Court declare, adjudge and decree that Defendants violated the
12 following California Labor Code provisions as to Plaintiff and other aggrieved employees:
13 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198 (by failing
14 to include all forms of remuneration in the regular rate of pay for purposes of paying overtime
15 wages and/or meal and rest period premiums); 1182.12, 1194, 1197, 1197.1, and 1198 (by
16 failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by
17 failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit
18 all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements
19 and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages
20 upon termination); 204 (by failing to timely pay all earned wages during employment); 2802
21 (by failing to reimburse business expenses); and 2810.5 (by failing to provide notice of
22 material terms of employment);

23 55. For civil penalties pursuant to the California Labor Code, including sections
24 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code
25 sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1,
26 1198, 2802, and 2810.5;

27 56. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
28 2699(k) to bring Defendants into compliance with the requirements of California Labor Code

sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

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

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

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

As to the Tenth Cause of Action

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

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

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

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

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

As to the Eleventh Cause of Action

65. That the Court declare, adjudge and decree that Defendants' conduct of denying Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an unfair business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

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

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

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

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

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

Dated: January 8, 2025

Respectfully submitted,

Capstone Law APC

By: 

Roxanna Tabatabaeepour

Ryan Tish

Alexander Wallin

Attorneys for Plaintiff Inga Larsen

EXHIBIT “1”



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ANTHONY CASTILLO
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November XX, 2024

VIA ONLINE SUBMISSION

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

Subject: *Inga Larsen v. Bright Horizons Children's Centers LLC, et al.*

Dear PAGA Administrator:

This office represents Inga Larsen in connection with her claims under the California Labor Code. Ms. Larsen was an employee of BRIGHT HORIZONS CHILDREN'S CENTERS LLC, BRIGHT HORIZONS FAMILY SOLUTIONS LLC, and/or ASPIRATIONS, INC. For the purpose of this letter, Ms. Larsen collectively refers to these entities as "BRIGHT HORIZONS."

The employers may be contacted directly at the addresses below:

BRIGHT HORIZONS CHILDREN'S
CENTERS LLC
2 WELLS AVENUE
NEWTON, MA 02459

BRIGHT HORIZONS FAMILY
SOLUTIONS LLC
2 WELLS AVENUE
NEWTON, MA 02459

ASPIRATIONS, INC.
2 WELLS AVENUE
NEWTON, MA 02459

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

BRIGHT HORIZONS employed Ms. Larsen as an hourly paid, non-exempt employee from approximately 2015 to March 2024. Ms. Larsen worked for BRIGHT HORIZONS as a Lead Teacher at its UCSF at Mission Bay Child Development Center location in San Francisco, California. During her employment, Ms. Larsen typically worked eight (8) hours per day and five (5) days per

week. At the time Ms. Larsen's employment with BRIGHT HORIZONS ended, she earned approximately \$32.41 per hour. Her job duties included, without limitation, supervising students, providing snacks, facilitating playtime and reading, creating curriculum guidelines, planning weekly teacher meetings, and holding parent-teacher conferences.

BRIGHT HORIZONS committed each of the following Labor Code violations against Ms. Larsen, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1):¹

BRIGHT HORIZONS's Company-Wide and Uniform Payroll and HR Practices

BRIGHT HORIZONS CHILDREN'S CENTERS LLC and BRIGHT HORIZONS FAMILY SOLUTIONS LLC are Delaware limited liability companies, and ASPIRATIONS, INC. is a California corporation. Together, they are a global provider of early education and child care, adult/elder care, and workplace education services, and operate about 53 locations throughout California. Upon information and belief, BRIGHT HORIZONS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Newton, Massachusetts, for all non-exempt, hourly paid employees working for BRIGHT HORIZONS in California, including Ms. Larsen and other aggrieved employees. At all relevant times, BRIGHT HORIZONS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Larsen and other aggrieved employees, regardless of their location or position.

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

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

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2)

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

times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

BRIGHT HORIZONS willfully failed to pay all overtime wages owed to Ms. Larsen and other aggrieved employees. During the relevant time period, Ms. Larsen and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, BRIGHT HORIZONS had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Larsen and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. This policy of limiting overtime led Ms. Larsen and other aggrieved employees to work off-the-clock outside of their scheduled shift times because they were required to record their scheduled shift start- and end-times instead of their actual hours worked. For example, at the end of each shift and for up to 10 minutes per instance, Ms. Larsen was required to clean and prepare the classroom for the next day. However, Ms. Larsen was not permitted to begin these duties while students were still present in the classroom, nor was she permitted to remain clocked in and record this time spent working after her scheduled shift end-time. As another example, Ms. Larsen and other aggrieved employees were not permitted to record time spent speaking with parents and/or students when they entered BRIGHT HORIZONS's premises and before they reached their classrooms to clock in the timekeeping system. Although Ms. Larsen would be delayed from clocking in for 10-15 minutes while she engaged in work-related duties, BRIGHT HORIZONS did not permit her to record this time spent under the control of BRIGHT HORIZONS. As a further example, Ms. Larsen spent up to four (4) hours per week on her days off preparing curriculum for her classes but was also not permitted to record this time spent preparing. Thus, BRIGHT HORIZONS failed to track the time Ms. Larsen and other aggrieved employees spent working outside of their shifts, and Ms. Larsen and other aggrieved employees received no compensation for this time.

Second, BRIGHT HORIZONS had, and continues to have, a company-wide policy and/or practice of understaffing its locations, such that there were too few teachers to provide meal period coverage for Ms. Larsen and other aggrieved employees. For example, BRIGHT HORIZONS required at least one (1) teacher, such as Ms. Larsen, to be in the classroom at all times for every 12 students. Because BRIGHT HORIZONS did not employ or staff a sufficient number of teachers to supervise the number of students present on any given day, there were often not enough teachers available to relieve employees needing meal period coverage, and Ms. Larsen and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. BRIGHT HORIZONS also had a practice of failing to adhere to a schedule for meal periods, which further caused Ms. Larsen and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Larsen sometimes worked through her meal periods to keep up with the demands of work and to maintain the required ratio of teachers to students at all times. Thus, Ms. Larsen and other aggrieved employees worked through meal periods and/or had meal periods cut short or interrupted in order to handle their workloads. BRIGHT HORIZONS did not compensate Ms. Larsen and other aggrieved employees for the time they spent working off the clock during unpaid meal periods.

Third, because BRIGHT HORIZONS frowned upon employees accruing meal period premiums, on information and belief, BRIGHT HORIZONS's management pressured employees to clock out for meal periods, upon threat of discipline, and/or adjusted employee time records to reflect compliant meal periods, even when they had not received compliant meal periods. For example, Ms. Larsen would clock out at her scheduled meal period time but would work through her unpaid meal period, out of fear of being disciplined by BRIGHT HORIZONS.

BRIGHT HORIZONS knew or should have known that, as a result of these company-wide practices and/or policies, Ms. Larsen and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Larsen and other aggrieved employees sometimes worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Larsen and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

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

For example, BRIGHT HORIZONS paid Ms. Larsen and other aggrieved employees incentive pay and/or nondiscretionary bonuses which were listed on Ms. Larsen's and other aggrieved employees' wage statements as "Bonus." During pay periods that Ms. Larsen and other aggrieved employees were paid overtime wages, BRIGHT HORIZONS did not incorporate the incentive pay and/or nondiscretionary bonuses into Ms. Larsen's and other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, BRIGHT HORIZONS paid Ms. Larsen and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. BRIGHT HORIZONS's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to Ms. Larsen and other aggrieved employees on a company-wide basis.

BRIGHT HORIZONS's failure to pay Ms. Larsen and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Larsen and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BRIGHT HORIZONS into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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

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

As set forth above, as a result of BRIGHT HORIZONS’s policy of limiting the amount of overtime employees could accrue, BRIGHT HORIZONS required Ms. Larsen and other aggrieved employees to only record their scheduled shift times in the timekeeping system. As a result, Ms. Larsen and other aggrieved employees performed work off-the-clock outside of their scheduled shift times, such as cleaning and preparing the classroom for the next day, speaking with parents and students, and preparing curriculum, because they were not permitted to remain clocked in and/or record this time spent working outside of scheduled shifts.

Moreover, as also stated, due to BRIGHT HORIZONS’s policies and/or practices of understaffing its facilities, failing to adhere to a schedule for meal periods, and subsequent lack of meal coverage, Ms. Larsen and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Moreover, as also stated, in order to prevent employees from accruing meal period premiums, BRIGHT HORIZONS’s management pressured employees to clock out for meal periods, upon threat of discipline, and/or adjusted employee time records to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. Thus, BRIGHT HORIZONS systematically failed to pay Ms. Larsen and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

BRIGHT HORIZONS did not pay at least minimum wages for all hours worked by Ms. Larsen and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, BRIGHT HORIZONS did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, BRIGHT HORIZONS regularly failed to pay at least minimum wages to Ms. Larsen and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Larsen and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring BRIGHT HORIZONS into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

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

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at

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

As stated, BRIGHT HORIZONS had, and continues to have, a company-wide policy and/or practice of understaffing its locations, such that there were too few teachers to provide meal period coverage for Ms. Larsen and other aggrieved employees. For example, BRIGHT HORIZONS required at least one (1) teacher, such as Ms. Larsen, to be in the classroom at all times for every 12 students. Because BRIGHT HORIZONS did not employ or staff a sufficient number of teachers to supervise the number of students present on any given day, there were often not enough teachers available to relieve employees needing meal period coverage, and Ms. Larsen and other aggrieved employees were not always afforded timely, uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Further, as stated, BRIGHT HORIZONS had a company-wide practice and/or policy of failing to adhere to a schedule for meal periods, which further caused Ms. Larsen and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, Ms. Larsen and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, as stated, Ms. Larsen sometimes worked through her meal periods to keep up with the demands of work and to maintain the required ratio of teachers to students at all times.

Also, as stated, on information and belief, because BRIGHT HORIZONS frowned upon employees accruing meal period premiums, BRIGHT HORIZONS's management pressured employees to clock out for meal periods, upon threat of discipline, and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by BRIGHT HORIZONS. Ms. Larsen and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

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

In addition, BRIGHT HORIZONS engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods were not provided. Because of this practice and/or policy, Ms. Larsen and other aggrieved employees have not received premium pay

for all missed, interrupted, or late meal periods. Alternatively, to the extent that BRIGHT HORIZONS did pay Ms. Larsen and other aggrieved employees premium pay for missed, late, and interrupted meal periods, BRIGHT HORIZONS did not pay Ms. Larsen and other aggrieved employees at the correct rate of pay for premiums because BRIGHT HORIZONS systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, BRIGHT HORIZONS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Larsen and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BRIGHT HORIZONS into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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

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

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

During the relevant time period, BRIGHT HORIZONS regularly failed to authorize and permit Ms. Larsen and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, BRIGHT HORIZONS's company-wide practices, including understaffing, prevented Ms. Larsen and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, BRIGHT HORIZONS failed to adhere to a schedule for rest periods, which, coupled with BRIGHT HORIZONS's failure to provide adequate rest period coverage, further led to Ms. Larsen and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, BRIGHT HORIZONS maintained and implemented a company-wide on-premises rest period policy, which effectively required that Ms. Larsen and/or other aggrieved employees remain on the work premises during their rest periods. Because Ms. Larsen and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own

purposes, such as running personal errands. Thus, BRIGHT HORIZONS effectively maintained control over Ms. Larsen and/or other aggrieved employees during rest periods.

As a result of BRIGHT HORIZONS's practices and policies, Ms. Larsen and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Ms. Larsen sometimes missed her rest periods due to the lack of coverage, heavy workload, and BRIGHT HORIZONS's failure to adhere to a schedule for rest periods.

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

Accordingly, BRIGHT HORIZONS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Larsen and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BRIGHT HORIZONS into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

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

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

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

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

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

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, BRIGHT HORIZONS engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Larsen and other aggrieved employees in violation of section 1198.

Because BRIGHT HORIZONS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Larsen and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Larsen and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Larsen and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BRIGHT HORIZONS into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

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

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

During the relevant time period, BRIGHT HORIZONS failed to pay Ms. Larsen and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Larsen and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BRIGHT HORIZONS into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

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

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

BRIGHT HORIZONS willfully failed to pay Ms. Larsen and other aggrieved employees who are no longer employed by BRIGHT HORIZONS all their earned wages, including, but not limited to,

overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving BRIGHT HORIZONS's employ.

Ms. Larsen and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BRIGHT HORIZONS into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

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

During the relevant time period, BRIGHT HORIZONS, on a company-wide basis, required Ms. Larsen and other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Ms. Larsen was required to use her personal cellular phone to communicate with managers and staff members to discuss work-related matters. Although BRIGHT HORIZONS required Ms. Larsen and other aggrieved employees to use their personal mobile devices and/or mobile data to carry out their work-related duties, BRIGHT HORIZONS failed to reimburse them for their costs incurred.

BRIGHT HORIZONS could have provided Ms. Larsen and other aggrieved employees company mobile devices, or BRIGHT HORIZONS could have reimbursed employees for the costs of their mobile device usage. Instead, BRIGHT HORIZONS passed these operating costs onto Ms. Larsen and other aggrieved employees.

Thus, BRIGHT HORIZONS had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Larsen and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BRIGHT HORIZONS into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

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

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the

rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

During the relevant time period, BRIGHT HORIZONS failed to provide Ms. Larsen and other aggrieved employees with written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Specifically, BRIGHT HORIZONS failed to provide Ms. Larsen and other aggrieved employees with the overtime rate(s) of pay in violation of section 2810.5(a)(1)(A). Instead, the wage theft form that BRIGHT HORIZONS provided to Ms. Larsen is blank where the aforementioned wage information should be filled in.

Ms. Larsen and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BRIGHT HORIZONS into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

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

Accordingly, Ms. Larsen seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Larsen acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against BRIGHT HORIZONS for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

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

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

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

Best Regards,


Anthony Castillo

Copy: BRIGHT HORIZONS CHILDREN'S CENTERS LLC (via U.S. Certified Mail); BRIGHT HORIZONS FAMILY SOLUTIONS LLC (via U.S. Certified Mail); ASPIRATIONS, INC. (via U.S. Certified Mail)

6490 5922 0000 0142 2202

**BRIGHT HORIZONS
CHILDREN'S CENTERS LLC
2 WELLS AVENUE
NEWTON, MA 02459**

SENDER: COMPLETE THIS SECTION

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

BRIGHT HORIZONS
CHILDREN'S CENTERS LLC
2 WELLS AVENUE
NEWTON, MA 02459

9590 9402 7690 2122 7175 56

7022 2410 0000 2265 0649

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

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

Service Type

- | | |
|--|---|
| ☐ Addit Signature | ☐ Priority Mail Express [®] |
| ☐ Addit Signature Restricted Delivery | ☐ Registered Mail [™] |
| ☒ Certified Mail [®] | ☐ Registered Mail Restricted Delivery |
| ☒ Certified Mail Restricted Delivery | ☐ Signature Confirmation [™] |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |

—

Restricted Delivery

Domestic Return Receipt

7022 2410 0000 2265 0649

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

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

OFFICIAL USE
Mail Room

Continued From Page 10

☒ **Other** (Specify) **As a member of the board, will you be able to identify**
☒ **Proteinase** **Proteinase** **Proteinase**
☐ **Proteinase** **Proteinase** **Proteinase**
☐ **Proteinase** **Proteinase** **Proteinase**

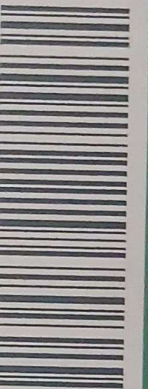
LAURENCE
BAC. G.H.

BRIGHT HORIZONS
CHILDREN'S CENTERS LLC
2 WELLS AVENUE
NEWTON, MA 02459

City.

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

7022 2410 0000 2265 0625

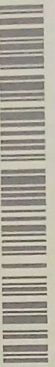


**BRIGHT HORIZONS FAMILY
SOLUTIONS LLC
2 WELLS AVENUE
NEWTON, MA 02459**

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

**BRIGHT HORIZONS FAMILY
SOLUTIONS LLC
2 WELLS AVENUE
NEWTON, MA 02459**



9590 9402 7690 2122 7175 49

2. Article Number (Transfer from service label)

7022 2410 0000 2265 0625

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$

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

☐ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

\$

\$

Postmark

**BRIGHT HORIZONS FAMILY
SOLUTIONS LLC
2 WELLS AVENUE
NEWTON, MA 02459**

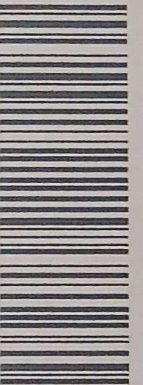
7022 2410 0000 2265 0625

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA, 90067

7022 2410 0000 2265 0632

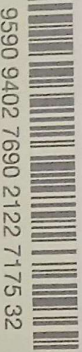


ASPIRATIONS, INC.
2 WELLS AVENUE
NEWTON, MA 02459

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

ASPIRATIONS, INC.
2 WELLS AVENUE
NEWTON, MA 02459



9590 9402 7690 2122 7175 32

2. Article Number (Trackable Mail)
7022 2410 0000 2265 0632

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

Received by (Printed Name)

C. Date of Delivery

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

- | Service Type | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |

Domestic Mail Restricted Delivery (over \$500)

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

1381691

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

☐ Return Receipt (hardcopy)

\$

\$

\$

\$

\$

\$

\$

\$

ASPIRATIONS, INC.
2 WELLS AVENUE
NEWTON, MA 02459

PS Form 3800, April 2015 PSN 7530-02-000-9017 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
■ Print your name and address on the reverse

BRIGHT HORIZONS FAMILY
SOLUTIONS LLC
2 WELLS AVENUE
NEWTON, MA 02459



9590 9402 7690 2122 7175 49

2. Article Number (Transfer from service label)

7022 2410 0000 2265 0625

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Kimberly Dickolini ☒ Agent
☐ Addressee

3. Received by (Printed Name)

KIMBERLY MCKEUN

C. Date of Delivery

11/6/2024

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☒ No

3. Service Type

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

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

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

ASPIRATIONS, INC.
2 WELLS AVENUE
NEWTON, MA 02459



9590 9402 7690 2122 7175 32

2. Article Number (Transfer from service label)

7022 2410 0000 2265 0632

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Kimberly Dickolini ☒ Agent
☐ Addressee

B. Received by (Printed Name)

KIMBERLY MCKEUN

C. Date of Delivery

11/6/2024

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☒ No

3. Service Type

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

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

Restricted Delivery

Mail

Registered Mail Restricted Delivery (over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

BRIGHT HORIZONS
CHILDREN'S CENTERS LLC
2 WELLS AVENUE
NEWTON, MA 02459



9590 9402 7690 2122 7175 56

2. Article Number (Transfer from service label)

7022 2410 0000 2265 0649

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Kimberly Dickolini ☒ Agent
☐ Addressee

B. Received by (Printed Name)

KIMBERLY MCKEUN

C. Date of Delivery

11/6/2024

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☒ No

3. Service Type

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

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

Restricted Delivery

Domestic Return Receipt

EXHIBIT “2”

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Anthony Castillo](#)
Subject: Thank you for submission of your PAGA Case.
Date: Friday, November 1, 2024 4:54:27 PM

11/1/2024

LWDA Case No. LWDA-CM-1059673-24
Law Firm : Capstone Law APC
Plaintiff Name : Inga Larsen
Employer: Bright Horizons Children's Centers LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

PROOF OF SERVICE

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

On January 8, 2025, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Elizabeth Staggs-Wilson, Bar No. 183160

estaggs-wilson@littler.com

Evan E. Kroll, Bar No. 333754

ekroll@littler.com

LITTLER MENDELSON, P.C.

633 West 5th Street

63rd Floor

Los Angeles, California 90071

Telephone: 213.443.4300

Fax No.: 800.715.1330

Elisa Nadeau, Bar No. 199000

enadeau@littler.com

LITTLER MENDELSON, P.C.

50 W. San Fernando

7th Floor

San Jose, California 95113.2431

Telephone: 408.998.4150

Fax No.: 408.288.5686

Attorneys for Defendants

BRIGHT HORIZONS CHILDREN'S CENTERS LLC;

BRIGHT HORIZONS FAMILY SOLUTIONS LLC;

AND ASPIRATIONS, INC.

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

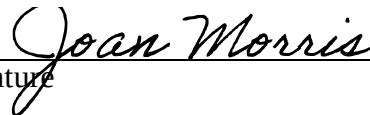
[X] **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

[] **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 8, 2025, at Los Angeles, California.

Joan Morris

Type/Print Name



Signature