



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ANTHONY CASTILLO
310.712.8169 Direct
Anthony.Castillo@capstonelawyers.com

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)

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



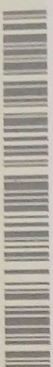
7022 2410 0000 2265 0649

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

2. Article Number (Transfer from envelope label)

7022 2410 0000 2265 0649

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

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

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

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)
☐ Certified Mail Restricted Delivery

LAURENCE V.
BACCHUS
Postmark

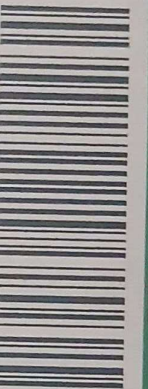
BRIGHT HORIZONS
CHILDREN'S CENTERS LLC
2 WELLS AVENUE
NEWTON, MA 02459

7022 2410 0000 2265 0649

PS F

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

7022 2410 0000 2265 0625

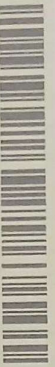


**BRIGHT HORIZONS FAMILY
SOLUTIONS LLC
2 WELLS AVENUE
NEWTON, MA 02459**

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™
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OFFICIAL USE

Certified Mail Fee

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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**

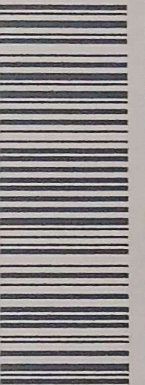
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PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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

7022 2410 0000 2265 0632

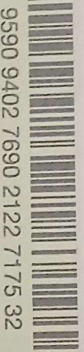


ASPIRATIONS, INC.
2 WELLS AVENUE
NEWTON, MA 02459

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

Received by (Printed Name)

Agent

Addressee

Date of Delivery

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

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

Domestic Return Receipt

7022 2410 0000 2265 0632

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

132161

Extra Services & Fees (check box, add fee 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