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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNADINO**

JAYNA SYLVESTER, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

POINT QUEST PEDIATRIC THERAPIES, LLC, a
California Limited Liability Company; and DOES 1
to 10, inclusive,

Defendants.

CASE NO. CIVSB2435876

CLASS AND REPRESENTATIVE ACTION
FIRST AMENDED COMPLAINT FOR:

- 1. Failure to Pay Overtime Wages in Violation of Labor Code §§ 510 and 1198;**
- 2. Failure to pay all Wages and Minimum Wages in Violation of Labor Code §§ 221, 223, 1182, 1194, 1197, and 1198;**
- 3. Failure to Provide Compliant Meal Periods in Violation of Labor Code §§ 226.7, 512, 516, and 1198;**
- 4. Failure to Provide Compliant Rest Periods in Violation of Labor Code §§ 226.7, 516, and 1198;**
- 5. Failure to Reimburse Business Expenses in Violation of Labor Code § 2802;**
- 6. Failure to Timely Pay Wages During Employment in Violation of Labor Code § 204;**
- 7. Failure to Furnish Accurate, Itemized Wage Statements in Violation of Labor Code § 226(a) and Failure to Maintain Accurate Records in Violation of Labor Code § 1174.5;**
- 8. Violations of Business & Professions Code § 17200 *et seq.*; and**
- 9. Civil Penalties Under the Private Attorneys General Act, Labor Code § 2698 *et seq.***

DEMAND FOR JURY TRIAL

1 Plaintiff, JAYNA SYLVESTER (“Plaintiff”), hereby submits her Complaint against Defendant
2 POINT QUEST PEDIATRIC THERAPIES, LLC, a California Limited Liability Company, and DOES 1 to
3 10, inclusive, (hereinafter referred to as “Defendant”) on behalf of herself and the class of all other similarly
4 situated current and former employees of Defendant as follows:

5 **NATURE OF THE CASE**

6 1. This is a class and representative action brought pursuant to Code of Civil Procedure section
7 382 and the Labor Code Private Attorneys General Act of 2004 (“PAGA”), codified at Labor Code section
8 2698 *et seq.*, challenging Defendant’s systemic illegal employment practices resulting in violations of Labor
9 Code sections 204, 221, 223, 226(a), 226.7, 510, 512, 516, 1174.5, 1182, 1194, 1197, 1198, 2698 *et seq.*, 2802;
10 Business & Professions Code section 17200 *et seq.* (“Unfair Competition Law”); and the applicable Industrial
11 Welfare Commission (“IWC”) Wage Orders. Plaintiff seeks relief on behalf of herself and members of the
12 Plaintiff Class as a result of employment policies, practices, and procedures more specifically described below,
13 which violate the Labor Code, and the orders and standards promulgated by the Department of Industrial
14 Relations, Industrial Welfare Commission, Division of Labor Standards, and which have resulted in the failure
15 of Defendant to pay Plaintiff and members of the Plaintiff Class all wages due to them. Said employment
16 policies, practices, and procedures are generally described as follows:

- 17 a. Failure to Pay Employees for All Overtime;
18 b. Failure to Pay Employees for All Hours Worked;
19 c. Failure to Provide Employees with Compliant Meal Periods;
20 d. Failure to Provide Employees with Compliant Rest Periods;
21 e. Failure to Reimburse Employees’ Business Expenses;
22 f. Failure to Timely Pay Wages During Employment; and
23 g. Failure to Provide Employees and Aggrieved Employees with Accurate, Itemized
24 Wage Statements and Failed to Maintain Accurate Records;

25 2. At all times relevant herein, on information and belief, Defendant, Point Quest Pediatric
26 Therapies, LLC, and DOES 1 to 10, is a company that provides functional therapies, such as behavioral,
27 mental, educational, and occupational health therapies, and speech and language services to students ages 3 to
28 22 years of age. Defendant partners with contracting school districts to assist in serving the district students

1 who qualify for services and assessments.

2 3. Defendant has maintained practices which have failed and continue to fail to pay Plaintiff and
3 other non-exempt employees all wages. Specifically, Defendant does not properly record, nor compensate
4 Plaintiff's and other non-exempt employees' the overtime they are owed based on the total overtime hours
5 they worked. Furthermore, Defendant failed to provide employees with timely, complete, and uninterrupted
6 meal and rest breaks. Plaintiff and other non-exempt employees are not able to take full uninterrupted meal
7 periods and/or rest periods. Such periods are also skipped entirely. Defendant does not pay Plaintiff and the
8 non-exempt employees for the time they spent working through their meal and rest periods. In light of the
9 foregoing, Defendant has also failed to provide accurate wage statements.

10 4. Plaintiff brings Causes of Action One through Eight (the "Class Claims") as a class action on
11 behalf of herself and other similarly situated individuals who have worked for Defendant in California, at any
12 time from four-years prior to the filing of this complaint, through the resolution of this action. Plaintiff, on her
13 own behalf and on behalf of all Class Members, brings the class claims pursuant to Labor Code sections 204,
14 221, 223, 226(a), 226.7, 510, 512, 516, 1174.5, 1182, 1194, 1197, 1198, 2802, the applicable wage order and
15 under Business & Professions Code sections 17200-17208, for unfair competition due to Defendant's
16 unlawful, unfair and fraudulent business acts and practices. Plaintiff is informed and believes, and based
17 thereon alleges, that Defendant has engaged in, among other things a system of willful violations of the Labor
18 Code and the applicable IWC wage orders by creating and maintaining policies, practices and customs that
19 knowingly deny employees the above stated rights and benefits.

20 5. Plaintiff brings Cause of Action Nine as a proxy of the State of California on behalf of the State
21 and other aggrieved employees for penalties under the Private Attorneys General Act. PAGA provides that
22 any civil penalty assessed and collected by the Labor and Workforce Development Agency ("LWDA") for
23 violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved
24 employee pursuant to the procedures outlined in Labor Code section 2699.3. PAGA also permits an aggrieved
25 employee to bring a civil action for violation of any Labor Code provision that does not itself contain a civil
26 penalty, in which case the civil penalties are assessed at \$100 for each aggrieved employee per pay period for
27 the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation.

28 6. On December 2, 2024, Plaintiff provided written notice to the LWDA and by certified mail to

1 Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and
2 theories to support the alleged violations. More than 65 calendar days have passed since the date notice was
3 provided to the LWDA and Defendant. Accordingly, Plaintiff has satisfied the administrative prerequisites
4 under Labor Code section 2699.3(a) to recover civil penalties against Defendant for violations of the Labor
5 Code identified in this Complaint.

6 **PARTIES**

7 7. Plaintiff, Jayna Sylvester, is an individual over the age of eighteen (18) and is now, and/or at
8 all relevant times mentioned in this Complaint was, a resident and domiciliary of the State of California. During
9 the Relevant Time Period, Plaintiff worked for Defendant as a “Behavioral Aide” in several locations across
10 the San Bernadino County District, Including Apple Valley and Barstow, California. Plaintiff was hired on
11 approximately July 23, 2024, and is currently still employed by Defendant.

12 8. Plaintiff is informed and believes, and based thereon alleges, that Defendant Point Quest
13 Pediatric Therapies, LLC, is a California Limited Liability Company headquartered in Elk Grove, California.
14 Plaintiff is further informed and believes that at all times relevant hereto, Defendant has transacted, and
15 continues to transact, business throughout the State of California.

16 9. Plaintiff is informed and believes, and based thereon alleges, that Defendant is a company that
17 provides functional therapies, such as behavioral, mental, educational, and occupational health therapies. And
18 also providing educational, occupational therapy, and speech and language services to students ages 3 to 22
19 years of age. Defendant partners with contracting school districts to assist in serving the district students who
20 qualify for services and assessments.

21 10. Plaintiff is informed and believes and based thereon alleges that at all times herein mentioned
22 Defendant and DOES 1 to 10, is and was a corporation, business entity, individual, and partnership, licensed
23 to do business and actually doing business in the State of California.

24 11. Plaintiff does not know the true names or capacities, whether individual, partner or corporate,
25 of the Defendant sued herein as DOES 1 to 10, inclusive, and for that reason, said Defendant is sued under
26 such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities
27 are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious Defendant
28 was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of

1 the general public and class to be subject to the illegal employment practices, wrongs and injuries complained
2 of herein.

3 12. At all times herein mentioned, Defendants participated in the doing of the acts hereinafter
4 alleged to have been done by the named Defendant; and furthermore, the Defendant, and each of them, were
5 the agents, servants and employees of each of the other Defendants, as well as the agents of all Defendant, and
6 at all times herein mentioned, were acting within the course and scope of said agency and employment.

7 13. Plaintiff is informed and believes, and based thereon alleges, that at all times material hereto,
8 each of the Defendants named herein are the agent, employee, alter ego and/or joint venturer of, or working in
9 concert with each of the other co-Defendants and were acting within the course and scope of such agency,
10 employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were
11 perpetrated by certain Defendant, each of the remaining Defendants confirmed and ratified said acts, conduct,
12 and omissions of the acting Defendant.

13 14. At all times herein mentioned, the acts and omissions of various Defendant, and each of them,
14 concurred and contributed to the various acts and omissions of each and all of the other Defendant in
15 proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendant, and
16 each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the
17 Defendant, and each of them, aided and abetted the acts and omissions of each and all of the other Defendant
18 in proximately causing the damages as herein alleged.

19 15. The Members of the Classes (as defined below), including the representative Plaintiff named
20 herein, have been employed during the Class Period in California. The practices and policies which are
21 complained of by way of this Complaint are enforced throughout the State of California.

22 **JURISDICTION AND VENUE**

23 16. The Court has jurisdiction over this action and the matters alleged herein pursuant to Article
24 VI, Section 10 of the California Constitution and Code of Civil Procedure section 410.10. Additionally, this
25 Court has jurisdiction over Plaintiff's and the Class's claims for injunctive relief, including restitution of earned
26 wages, arising from Defendant's unfair competition under Business & Professions Code sections 17203 and
27 17204. The Court also has jurisdiction over Plaintiff's and the Class's claims pursuant to the applicable
28 provisions. The Court also has jurisdiction over Plaintiff's and the Aggrieved Employees' claims for penalties

pursuant to the Private Attorneys General Act. The Court has jurisdiction over Defendant because they are authorized to do business in the State of California and are registered with the California Secretary of State. Defendant does sufficient business with sufficient minimum contacts in California, and/or otherwise intentionally avails themselves of the California market through the advertising, marketing and sale of goods and services, to render the exercise of jurisdiction over Defendant by the California court consistent with traditional notions of fair play and substantial justice.

17. Venue is proper in San Bernadino County pursuant to Code of Civil Procedure sections 395 and 395.5 because the acts which give rise to this litigation occurred in this county and because Defendant has employed Class Members in this county and transact business in this county. Specifically, Plaintiff Sylvester was employed by Defendant in San Bernardino County.

FACTUAL ALLEGATIONS

18. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

Defendant's Failure to Pay Overtime Wages

19. Because Plaintiff and members of the Class worked shifts of eight (8) hours a day or more and/or forty (40) hours a week or more, and/or shifts of twelve (12) hours a day or more, some of the above off-the-clock work qualified for overtime premium pay.

20. Defendant did not compensate their hourly non-exempt employees for all overtime and/or double time premium pay that accrued, despite systematically recording employees' time.

Defendant's Failure to Pay all Wages and Minimum Wages

21. During the Relevant Time Period, Defendant had, and continues to have, a company-wide policy requiring work during Plaintiff's and Class Members' meal and rest periods. Defendant did and does not compensate Plaintiff and Class Members for all time spent working in Defendant's locations also because of requiring them to communicate with management and other employees using their personal cell phones without reimbursement.

22. For example, Defendant offered Plaintiff a mileage plan for her driving between the different schools they assign to her. However, despite Plaintiff's driving to further locations in reliance to this offer, Defendant has yet to provide her with any mileage pay.

23. Thus, Defendant did not compensate their hourly non-exempt employees for all the minutes

1 that they worked as described above, including but not limited to the time that the employees were subject to
2 the control and direction of Defendant; and/or the time that the employees were suffered or permitted to work.

3 ***Defendant's Failure to Provide Compliant Meal Periods***

4 24. Plaintiff is further informed and believes, and based thereon alleges, that as a matter of policy
5 and/or practice, Defendant routinely failed to provide Plaintiff and the members of the plaintiff class, with
6 meal periods during which they were relieved of all duties, by requiring them to remain on duty. Specifically,
7 Plaintiff regularly had to skip her meal breaks or cut them short in order to comply with Defendant's
8 requirement that she not leave a child unsupervised at any time. When she has a child under her supervision,
9 Plaintiff is left with no option but to skip her meal and/or rest breaks, so as to not leave the child unsupervised.
10 Defendant has, as a consequence, threatened Plaintiff with termination of employment for not taking the meal
11 and/or rest breaks – even though Defendant's practice is what causes Plaintiff to not be able to take them.

12 25. Throughout the Class Period, Defendant regularly:

- 13 a. Failed to provide Plaintiff and the members of the plaintiff class with a first meal period
14 of not less than thirty (30) minutes during which they are relieved of all duty before
15 working more than five (5) hours.
- 16 b. Failed to provide Plaintiff and the members of the plaintiff class with a second meal
17 period of not less than thirty (30) minutes during which they are relieved of all duty
18 before working more than ten (10) hours per day.
- 19 c. Failed to pay Plaintiff and the members of the plaintiff class one hour of pay at their
20 regular rate of compensation for each workday that a meal period was not provided.
- 21 d. Failed to accurately record all meal periods.

22 ***Defendant's Failure to Provide Compliant Rest Periods***

23 26. Plaintiff is informed and believes, and based thereon alleges, that Defendant failed to
24 effectively communicate California rest period requirements to Plaintiff and the members of the plaintiff class.
25 Plaintiff is further informed and believes and based thereon alleges that throughout the Relevant Time Period
26 Defendant failed to provide paid rest periods.

27 27. Throughout the Class Period, Plaintiff and the members of the plaintiff class were routinely
28 denied the rest breaks they were entitled to under California law.

1 28. Specifically, throughout the Class Period, Defendant regularly:

2 a. Failed to provide paid rest periods of ten (10) minutes during which Plaintiff and the
3 members of the plaintiff class were relieved of all duty for each four (4) hours of work
4 and able to take rest periods within the middle of the shift; and

5 b. Failed to pay Plaintiff and the members of the plaintiff class one (1) hour of pay at their
6 regular rate of compensation for each workday that a rest period was not permitted.

7 29. Plaintiff alleges that she regularly has to skip any chances at taking her rest breaks during her
8 shifts or cut them short of the 10-minute timeframe. As was the case for her skipped and interrupted meal
9 breaks, she had to skip or cut short her rest breaks to stay with the children she's supervising.

10 ***Defendant's Failure to Reimburse Business Expenses***

11 30. At all times relevant hereto, Defendant had company-wide policies and/or practices whereby
12 non-exempt employees were required to undertake expenses on Defendant's behalf. Plaintiff has to drive her
13 personal vehicle to work and between her assigned locations. As discussed above, Defendant has not
14 compensated Plaintiff for the mileage she used while driving despite stating that it would.

15 31. Therefore, Defendant regularly failed to reimburse Plaintiff and Class Members for all
16 expenses they incurred in facilitating their job duties in violation of Labor Code section 2802.

17 ***Defendant's Failure to Timely Pay Wages During Employment***

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

24 33. During the relevant time period, Defendant willfully failed to pay Plaintiff and other non-
25 exempt employees all wages due including, but not limited to, overtime wages, minimum wages, and/or meal
26 and rest period premiums, within the time periods specified by Labor Code section 204. For example, Plaintiff
27 has not yet been paid for the mileage from driving to perform her job duties for Defendant.

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1 ***Defendant's Failure to Provide Compliant Wage Statements***

2 34. During the Relevant Time Period, Defendant has knowingly and intentionally provided
3 Plaintiff and members of the Classes with uniform, incomplete, and inaccurate wage statements. For example,
4 Defendant provided uniform wage statements to Plaintiff and members of the Classes that fail to correctly list:
5 (a) gross wages earned; (b) total hours worked; (c) net wages earned; and (d) all applicable hourly rates in
6 effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums,
7 and the corresponding number of hours worked.

8 35. Because Defendant failed to provide the correct net and gross wages earned, applicable rates
9 of pay, and number of total hours worked on wage statements, Plaintiff and members of the Classes have been
10 prevented from verifying, solely from information on the wage statements themselves, that they were paid
11 correctly and in full. Instead, Plaintiff and members of the Classes have had to look to sources outside of the
12 wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly
13 and the extent of underpayment, thereby causing them injury.

14 ***Facts Regarding Willfulness***

15 36. Plaintiff is informed and believes, and based thereon alleges, that Defendant are and were
16 advised by skilled lawyers, other professionals, employees with human resources background and advisors
17 with knowledge of the requirements of California wage-and-hour laws and that at all relevant times, Defendant
18 knew or should have known, that the Plaintiff Class Members, including Plaintiff, were entitled to receive one
19 hour of pay at the employee's regular rate of compensation for each day that a meal and rest period was not
20 provided and were and are entitled to receive pay for all hours worked, accurate itemized wage statements, and
21 pay in a timely manner.

22 ***Unfair Business Practices***

23 37. Defendant has further engaged in, and continues to engage in, unfair business practices in
24 California by practicing, employing the unlawful employment practices and policies outlined above.

25 38. Defendant's utilization of such unfair business practices constitutes unfair competition and
26 provides an unfair advantage over Defendant's competitors.

27 39. Defendant's utilization of such unfair business practices deprives Plaintiff and the Plaintiff
28 Class of the general minimum working standards and entitlements due them under California law and the

Industrial Welfare Commission wage orders as described herein.

40. As a direct result of the wage and hour violations herein alleged, Plaintiff and members of the Plaintiff Class have suffered, and continue to suffer substantial losses related to the use and enjoyment of wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendant to perform their obligations under state law, all to Plaintiff's and the Plaintiff Class members' respective damage in amounts according to proof at the time of trial.

Plaintiff's Exhaustion of Administrative Remedies

41. Plaintiff has complied with the procedures for bringing suit for civil penalties under the Private Attorneys General Act. Pursuant to the requirements enumerated in Labor Code section 2699.3, Plaintiff provided notice to the LWDA and Defendants, by letter dated December 2, 2024, of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. More than sixty-five (65) days have passed since the date the notice was mailed to Defendants and the LWDA, and Plaintiff has received no response from the LWDA indicating that it plans to investigate. Accordingly, Plaintiff has satisfied the administrative prerequisites under Labor Code section 2699.3(a) to recover civil penalties against Defendant for violations of the Labor Code identified in this Complaint.

CLASS ACTION ALLEGATIONS

42. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

43. Pursuant to Code of Civil Procedure section 382, this action is brought and may be properly maintained as a class action. This action satisfies the ascertainability, numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions.

44. The classes which Plaintiff seeks to represent are composed of, and defined as follows:

a. **Plaintiff Class:** All persons who have been, or currently are, employed by Defendant and who held, or hold, job positions which Defendant has classified as "non-exempt" employees in the State of California, at any time since four years prior to filing this action, through the date judgment is rendered in this action.

b. (Collectively, "Plaintiff Class" or "Class Members")

45. **Numerosity:** Plaintiff is informed and believes, and on that basis alleges, that during the class period hundreds of Class Members have been employed by Defendant as non-exempt employees in the State

of California. Because so many persons have been employed by Defendant in this capacity, the members of the Plaintiff Class are so numerous that joinder of all members is impossible and/or impracticable.

46. Common Questions of Law and/or Fact: Common questions of law and fact exist as to all members of the Plaintiff Class and predominate over any questions affecting solely individual members of the Plaintiff Class. Among the questions of law and fact, that are relevant to the adjudication of Class Members' claims are as follows:

- a. Whether Plaintiff and Class Members are subject to and entitled to the benefits of California wage and hour statutes;
- b. Whether Defendant failed to pay Plaintiff and Class Members for all hours worked;
- c. Whether Defendant failed to pay Plaintiff and Class Members all overtime;
- d. Whether Defendant had a standard policy of not providing compliant meal and rest breaks and/or premiums to Plaintiff and members of the Plaintiff Class;
- e. Whether Defendant unlawfully and/or willfully failed to provide Plaintiff and members of the Plaintiff Class with true and proper wage statements upon payment of wages, in violation of Labor Code section 226;
- f. Whether Defendant failed to timely pay wages to Plaintiff and members of the Plaintiff Class during their employment;
- g. Whether Plaintiff and members of the Plaintiff Class sustained damages, and if so, the proper measure of such damages, as well as interest, penalties, costs, attorneys' fees, and equitable relief;
- h. Whether Defendant's conduct as alleged herein violates the Unfair Business Practices Act of California (Bus. & Prof. Code, § 17200 *et seq.*)

47. Typicality: The claims of the named Plaintiff are typical of the claims of the members of the Plaintiff Class. Defendant's common course of conduct in failing to provide their non-exempt employees with meal and rest periods and all wages in compliance with the applicable wage order, or premium compensation at the regular rate in lieu thereof, failing to provide them with proper wages and overtime, and failing to provide them with compliant wage statements has caused Plaintiff and the proposed Class to sustain the same or similar injuries and damages. Plaintiff's claims are thereby representative of and co-extensive with the claims of the

1 proposed Class. Plaintiff and the proposed Class sustained the same or similar injuries and damages arising
2 from Defendant's common policies, practices, procedures, protocols, routines, and rules which were applied
3 to other Class Members as well as Plaintiff. Plaintiff seeks recovery for the same type of losses, injuries, and
4 damages as were suffered by other members of the proposed class.

5 48. Adequacy of Representation: Plaintiff is an adequate representative of the proposed Class
6 because she is a member of the class, and her interests do not conflict with the interests of the members she
7 seeks to represent. Plaintiff has retained competent counsel, experienced in the prosecution of complex class
8 actions, and together Plaintiff and her counsel intend to prosecute this action vigorously for the benefit of the
9 Class. The interests of the Class Members will fairly and adequately be protected by Plaintiff and her attorneys.

10 49. Superiority of Class Action: A class action is superior to other available methods for the fair
11 and efficient adjudication of this litigation since individual litigation of the claims of all Class Members is
12 impracticable. It would be unduly burdensome to the courts if these matters were to proceed on an individual
13 basis, because this would potentially result in hundreds of individual, repetitive lawsuits. Further, individual
14 litigation presents the potential for inconsistent or contradictory judgments, and the prospect of a "race to the
15 courthouse," and an inequitable allocation of recovery among those with equally meritorious claims. By
16 contrast, the class action device presents far fewer management difficulties, and provides the benefit of a single
17 adjudication, economics of scale, and comprehensive supervision by a single court.

18 50. The various claims asserted in this action are additionally or alternatively certifiable under the
19 provisions of Code of Civil Procedure section 382 because:

- 20 a. The prosecution of separate actions by hundreds of individual class members would
21 create a risk of varying adjudications with respect to individual class members, thus
22 establishing incompatible standards of conduct for Defendant, and,
23 b. The prosecution of separate actions by individual class members would also create the
24 risk of adjudications with respect to them that, as a practical matter, would be
25 dispositive of the interest of the other class members who are not a party to such
26 adjudications and would substantially impair or impede the ability of such non-party
27 class members to protect their interests.

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1 **FIRST CAUSE OF ACTION**

2 **Failure to Pay All Overtime Wages**

3 **California Labor Code §§ 510, 1198, and Applicable IWC Wage Orders**

4 **(By Plaintiff and Members of the Putative Class Against Defendant)**

5 51. Plaintiff incorporates herein by reference the allegations set forth above.

6 52. At all times relevant herein, which comprise of the time period not less than four (4) years
7 preceding the filing of this action, Defendant were required to compensate their hourly employees for all
8 overtime hours worked.

9 53. Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission wage
10 order require employers to pay employees working more than eight (8) hours in a day or more than forty (40)
11 hours in a workweek at the rate of one-and-one-half (1 ½) times the regular rate of pay for (a) all hours worked
12 in excess of eight (8) hours in a day or (b) more than forty (40) hours in a workweek. The applicable IWC
13 wage order further provides that employers are required to pay employees working more than twelve (12)
14 hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular
15 rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including
16 nondiscretionary bonuses and incentive pay.

17 54. Defendant willfully failed to pay all overtime wages owed to Plaintiff and members of the
18 Class. During the Relevant Time Period, Plaintiff and members of the Class were not paid overtime premiums
19 for all the hours they worked (a) in excess of eight (8) hours in a day; (b) in excess of twelve (12) hours in a
20 day; and/or (c) in excess of forty (40) hours in a week, because all the hours that they worked were not recorded
21 as alleged above. For example, as illustrated above, Defendant has yet to provide Plaintiff with any mileage
22 pay despite her driving for work, and she has not been compensated for the meals and rest breaks that she
23 worked through or were interrupted.

24 55. Defendant knew or should have known that as a result of company-wide practices and/or
25 policies that prevent Plaintiff and members of the Class from earning overtime, Plaintiff and members of the
26 Class were performing assigned duties off-the-clock and were suffered or permitted to perform work for which
27 they were not paid. Because Plaintiff and members of the Class worked shifts of eight (8) hours a day or more
28 or forty (40) hours a week or more, some of this work qualified for overtime premium pay. Therefore, Plaintiff

1 and members of the Class were not paid overtime wages for all of the overtime hours they actually worked.

2 56. Defendant's failure to pay Plaintiff and members of the Class the balance of overtime
3 compensation, as required by law, violates the provisions of Labor Code sections 510 and 1198. Plaintiff and
4 members of the Class are entitled to recover civil penalties, attorney's fees, costs, and interest thereon.

5 **SECOND CAUSE OF ACTION**

6 **Failure to Pay All Wages and Minimum Wages**

7 **Labor Code §§ 221, 223, 1182, 1194, 1197, and 1198, and Applicable IWC Wage Orders**

8 **(By Plaintiff and Members of the Putative Class Against Defendant)**

9 57. Plaintiff incorporates herein by reference the allegations set forth above.

10 58. At all times relevant herein, which comprise the time period not less than four (4) years
11 preceding the filing of this action, Defendant were required to compensate their hourly employees for all hours
12 worked.

13 59. For at least the four (4) years preceding the filing of this action, Defendant failed to compensate
14 employees for all hours worked. Defendant implemented policies that actively prevented employees from
15 being compensated for all time worked by subjecting Plaintiff and members of the Class to work off-the-clock
16 as mentioned above as a result of late or missed meal and rest breaks.

17 60. As stated above, Defendant offered Plaintiff a mileage plan for her driving between the
18 different schools they assign to her. However, despite Plaintiff's driving to further locations in reliance to this
19 offer, Defendant has yet to provide her with any mileage pay.

20 61. Under the applicable wage order and state regulations, Plaintiff and the Plaintiff Class are
21 entitled to recover compensation for all hours worked, but not paid, for the four (4) years preceding the filing
22 of this action, in addition to reasonable attorney's fees and costs of suit in accordance with Labor Code section
23 218.5, and penalties pursuant to Labor Code sections 203 and 206.

24 62. The applicable IWC wage order section 2(G) defines "hours worked" to mean "the time during
25 which an employee is subject to the control of an employer and includes all the time the employee is suffered
26 or permitted to work, whether or not required to do so."

27 63. Defendant suffered or permitted Plaintiff and members of the Class to work portions of the day
28 for which Defendant failed to compensate them. This includes time spent under Defendant's control prior to

1 clocking in and during meal periods as described above.

2 64. Labor Code section 1194(a) provides in relevant part: “Notwithstanding any agreement to
3 work for a lesser wage, any employee receiving less than the legal minimum wage ... is entitled to recover in
4 a civil action the unpaid balance of the full amount of this minimum wage ... including interest thereon,
5 reasonable attorney’s fees, and costs of suit.”

6 65. Labor Code section 1194.2(a) provides in relevant part: “In any action under § 1193.6 or §
7 1194 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the
8 commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages
9 unlawfully unpaid and interest thereon.”

10 66. Labor Code section 1197 provides: “The minimum wage for employees fixed by the
11 commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum
12 so fixed is unlawful.”

13 67. Plaintiff is informed and believes, and therefore alleges, that Defendant’s compensation
14 schemes do not fairly compensate Plaintiff and other Class Members for all hours spent performing their job
15 duties.

16 68. The failure to pay at least minimum wages to Plaintiff and members of the Plaintiff Class for
17 each and every hour worked violates *Labor Code* §§ 1182.11-1182.12, 1194, 1194.2, and 1197; the applicable
18 IWC wage order section 4; and Business & Professions Code.

19 69. The failure to pay designated wages to Plaintiff and members of the Plaintiff Class for each
20 and every hour worked violates Labor Code sections 221 and 223; the applicable IWC wage order section 3;
21 and Business & Professions Code.

22 70. As a proximate result of the above-mentioned violations. Plaintiff and the Plaintiff Class have
23 been damaged in an amount according to proof at time of trial.

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1 **THIRD CAUSE OF ACTION**

2 **Non-Compliant Meal Breaks**

3 **Labor Codes §§ 226.7, 512, 516, 1198 and Applicable IWC Wage Orders**

4 **(By Plaintiff and Members of the Putative Class Against Defendant)**

5 71. Plaintiff hereby incorporates by reference each and every one of the allegations contained in
6 the preceding paragraphs as if the same were fully set forth herein.

7 72. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and the Class Members
8 regularly worked more than five (5) hours per shift and were entitled to a meal period of not less than thirty
9 (30) minutes without duty.

10 73. Nevertheless, Plaintiff is informed and believes, and thereon alleges, that Defendant routinely
11 failed to provide Plaintiff and the members of the Class with such meal periods without duty, notwithstanding
12 the fact that Plaintiff and the members of the Class had not waived their right to the same. Thus, Defendant
13 failed to provide Plaintiff and the members of the Class with compliant meal periods required by Labor Code
14 sections 226.7, 512, 516 and the applicable IWC wage order section 10, and categorically failed to pay any
15 and all meal period wages due.

16 74. Plaintiff and Class Members seek damages pursuant to Labor Code section 226.7(b) and the
17 applicable IWC wage order section 10(F), in the amount of one additional hour of pay at the regular rate for
18 each workday that the meal period is/was not provided to Plaintiff and any member of the Class, the cumulative
19 sum of which is to be determined at trial.

20 75. Under the foregoing, California employers must provide meal periods and authorize and permit
21 rest periods to all employees during their shifts. In *Augustus et al. v. ABM Security Services, Inc.* (2016) 2
22 Cal.5th 257, the California Supreme Court reaffirmed that the required meal and rest periods must be “off-
23 duty,” which means that employees must be relieved of “all work-related duties,” including the duty to remain
24 “on call,” and they must be “free from employer control” over how they “spend their time.” (*Id.* at pp. 264,
25 269.) Employees must have the freedom to use meal and rest periods for their own purposes. (*Id.* at p. 270; see
26 also *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1038–39.)

27 76. When employees must either “remain at the ready and capable of being summoned to action,”
28 “respond when the employer seeks contact with [them],” “perform other work if the employer so requests,”

1 and/or remain “on call” during their meal and rest periods, the employees have not been “relieve[d] ... of all
2 work-related duties and employer control.” (*Augustus, supra*, 2 Cal.5th at p. 270.) Such a meal or rest period
3 is not “off duty” and therefore is “impermissible.” (*Ibid.*)

4 77. The Supreme Court’s decision in *Augustus* demonstrates a series of meal and rest break cases
5 affirming California’s broad, protective standard for employees.¹

6 78. Moreover, as the mere existence of a facially lawful meal and rest break policy is unavailing if
7 there are practical constraints and pressures on employees to perform their duties in ways that omit breaks.
8 (*Brinker, supra*, 53 Cal.4th at p. 1040.)

9 79. Yet, Defendant did and does not provide Plaintiff and members of the Class with meal periods
10 during which they are completely relieved of duty for at least thirty (30) minutes by the fifth hour of work and
11 again by the tenth hour of work. Specifically, Plaintiff regularly had to skip her meal breaks or cut them short
12 when she was working for Defendant.

13 80. Plaintiff alleges that meal breaks were frequently late as described above. As a result, Plaintiff
14 and members of the Class were forced to work in excess of five (5) hours before taking a meal period.

15 81. Thus, Defendant has failed to perform its obligations to provide Plaintiff and the members of
16 the Plaintiff Class with off-duty meal periods by the end of the fifth hour of work and a second meal period by
17 the end of the tenth hour of work. Defendant has also failed to pay Plaintiff and the members of the Plaintiff
18 Class one (1) hour of pay at the regular rate for each off-duty meal period that they have been denied.

19 82. Employers must pay premium payments to employees for missed meal, rest, and recovery
20 breaks at the employee’s “regular rate of pay” instead of their base hourly rate. (*Ferra v. Loews Hollywood*
21 *Hotel, LLC* (2021) 11 Cal.5th 858.)

22 83. Defendant knew or should have known that as a result of its policies and/or practices, that
23 Plaintiff and members of the Class were not actually relieved of all duties to take timely, uninterrupted meal
24 periods. Defendant further knew or should have known that it did not pay Plaintiff and members of the Class
25 all meal period premiums when meal periods were missed, late, short, and/or interrupted. Furthermore,
26

27 ¹ See, e.g., *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004; *Lubin v. Wackenhut Corp.* (2016)
28 5 Cal.App.5th 926 , reh’g. denied (Dec. 14, 2016); *Faulkinbury v. Boyd & Assocs., Inc.* (2013) 216 Cal.App.4th 220;
Berlanga v. Equilon Enterprises LLC (N.D.Cal., Aug. 31, 2017, No. 17-CV-00282-MMC) 2017 WL 3782245, at *3 (a
policy requiring employees to “remain in contact with supervisors and other employees working in their units throughout
their shifts... would appear to be unlawful under [*Augustus*.]”)

1 Defendant has engaged in a company-wide practice and/or policy of not paying meal period premiums owed
2 when compliant meal periods are not provided. Because of this practice and/or policy, Plaintiff and members
3 of the Class have not received all premium pay for missed, interrupted, or late meal periods. Accordingly,
4 Defendant failed to provide all meal periods in violation of Labor Code sections 226.7, 512(a), 516, and 1198.

5 84. Plaintiff and members of the Class are entitled to civil penalties, attorney's fees, costs, and
6 interest thereon.

7 **FOURTH CAUSE OF ACTION**

8 **Non-Compliant Rest Breaks**

9 **Labor Code §§ 226.7, 516, 1198 and Applicable IWC Wage Orders**

10 **(By Plaintiff and Members of the Putative Class Against Defendant)**

11 85. Plaintiff hereby incorporates by reference each and every one of the allegations contained in
12 the preceding paragraphs as if the same were fully set forth herein.

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

22 87. Plaintiff is informed and believes, and thereon allege, that Plaintiff and Class Members were
23 entitled to a paid rest period of not less than ten (10) minutes without duty for each and every four (4) hours or
24 major fraction thereof worked during the workday.

25 88. Nevertheless, Plaintiff is informed and believes, and thereon alleges, that Defendant routinely
26 failed to provide Plaintiff and the members of the Plaintiff Class with such paid rest periods without duty,
27 notwithstanding the fact that Plaintiff and the members of the Plaintiff Class had not waived their right to the
28 same. Plaintiff alleges that she regularly has to skip any chances at taking her rest breaks during her shifts or

1 cut them short of the 10-minute timeframe. As was the case for her skipped and interrupted meal breaks, she
2 had to skip or cut short her rest breaks to stay with the children she's supervising.

3 89. Thus, Defendant failed to provide Plaintiff and Class Members with rest periods required by
4 Labor Code sections 226.7, 512, and 516, IWC wage order section 11 and categorically failed to pay any and
5 all rest period wages due.

6 90. Plaintiff and Class Members seek damages pursuant to Labor Code section 226.7(b) and the
7 applicable IWC wage order section 11(D), in the amount of one additional hour of pay at the regular rate for
8 each workday that the rest period is/was not provided or provided late to Plaintiff and any member of the Class,
9 the cumulative sum of which is to be determined at trial.

10 91. Therefore, Plaintiff and members of the Plaintiff Class are entitled to compensation for
11 Defendant's failure to provide rest periods, plus interest, attorneys' fees, expenses, and costs of suit pursuant
12 to Labor Code section 226.7(b) and the applicable wage order.

13 **FIFTH CAUSE OF ACTION**

14 **Failure to Reimburse Business Expenses**

15 **Labor Code § 2802 and Applicable IWC Wage Orders**

16 **(By Plaintiff and Members of the Terminated Sub Class Against Defendant)**

17 92. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

18 93. Labor Code section 2802 requires employers to pay for all necessary expenditures and losses
19 incurred by the employee in the performance of their job. The purpose of Labor Code section 2802 is to prevent
20 employers from passing off their cost of doing business and operating expenses on to their employees.
21 (*Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1144.)

22 94. The applicable IWC wage order provides that: "[w]hen tools or equipment are required by the
23 employer or are necessary to the performance of a job, such tools and equipment shall be provided and
24 maintained by the employer, except that an employee whose wages are at least two (2) times the minimum
25 wage provided herein may be required to provide and maintain hand tools and equipment customarily required
26 by the trade or craft."

27 95. Defendant had company-wide policies and/or practices whereby non-exempt employees were
28 required to undertake expenses on Defendant's behalf. These expenses include Plaintiff has to drive her

1 personal vehicle to work and between her assigned locations. As discussed above, Defendant has not
2 compensated Plaintiff for the mileage she used while driving despite stating that it would.

3 96. Defendant failed to reimburse them for these costs. Defendant could have compensated
4 Plaintiff and members of the Class. Instead, Defendant passed these operating costs off onto Plaintiff and
5 members of the Class. Thus, Defendant had, and continues to have, a company-wide policy and/or practice of
6 not reimbursing employees for expenses necessarily incurred in violation of Labor Code section 2802.

7 **SIXTH CAUSE OF ACTION**

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

9 **Labor Code § 204 and Applicable IWC Wage Orders**

10 **(By Plaintiff and Members of the Putative Class Against Defendant)**

11 97. Plaintiff hereby incorporates by reference each and every one of the allegations contained in
12 the preceding paragraphs as if the same were fully set forth herein.

13 98. Labor Code section 204 requires that all wages earned by any person in any employment
14 between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon
15 termination of an employee, are due and payable between the 16th and the 26th day of the month during which
16 the labor was performed, and that all wages earned by any person in any employment between the 16th and
17 the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee,
18 are due and payable between the 1st and the 10th day of the following month.

19 99. Labor Code section 204 also requires that all wages earned for labor in excess of the normal
20 work period shall be paid no later than the payday for the next regular payroll period. Alternatively, Labor
21 Code section 204 provides that its requirements are deemed satisfied by the payment of wages for weekly,
22 biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the
23 close of the payroll period.

24 100. During the Class Period, Defendant willfully failed to pay Plaintiff and members of the Classes
25 all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
26 premiums, within the time periods specified by Labor Code section 204. As illustrated above, Plaintiff has not
27 yet been paid for the mileage from driving to perform her job duties for Defendant.

28 101. Plaintiff and members of the Classes are entitled to recover civil penalties, attorney's fees,

costs, and interest thereon, pursuant to Labor Code section 210.

SEVENTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements and Maintain Accurate Records

Labor Code §§ 226, 1174.5 and Applicable IWC Wage Orders

(By Plaintiff and Members of the Putative Class Against Defendant)

102. Plaintiff hereby incorporates by reference each and every one of the allegations contained in the preceding paragraphs as if the same were fully set forth herein.

103. Labor Code section 226(a) and the applicable IWC wage order section 6(B) requires employers to furnish each employee with a statement itemizing, among other things, the total hours worked by the employee, on a semi-monthly basis or at the time of each payment of wages.

104. 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 section 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).

105. Defendant knowingly and intentionally failed to furnish Plaintiff and the members of the Classes with timely, itemized statements in compliance with Labor Code section 226(a) and the applicable IWC Wage order section 6(B).

106. Plaintiff is informed and believes, and thereon alleges, that Defendant knowingly and intentionally failed to furnish Plaintiff and members of the Classes with timely, itemized statements showing (a) total hours; (b) gross wages earned; (c) all deductions; and/or (d) all applicable hourly rates in effect during each respective pay period and the corresponding number of hours worked at each hourly rate by each respective individual.

107. Plaintiff is informed and believes, and thereon alleges, that Defendant did not maintain accurate business records pertaining to the total hours worked for Defendant by Plaintiff and the members of the Classes

1 as required under Labor Code section 1174.5. This is a result of, *inter alia*, missing hours worked, unpaid
2 overtime, and missed meal and rest-break premiums, as illustrated above. Specifically, Plaintiff's paystubs
3 repeatedly did not accurately calculate the compensation owed to her based on both the hours the paystub said
4 she worked and her hourly rate.

5 108. As a result of not having kept accurate records, Plaintiff and members of the Plaintiff Class
6 suffered injuries in the form of confusion over whether they received all wages owed to them, and difficulty
7 and expense in reconstructing pay records in addition to other injuries which may come to light during the
8 discovery process.

9 109. Labor Code section 1198 provides that the maximum hours of work and the standard
10 conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC
11 wage order. Furthermore, Labor Code section 1198 provides that "[t]he employment of any employees for
12 longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."
13 Pursuant to the applicable IWC Wage order, employers are required to keep accurate time records showing
14 when the employee begins and ends each work period and meal period.

15 110. During the Relevant Time Period, Defendant failed, on a company-wide basis, to keep accurate
16 records of work and meal period start and stop times for Plaintiff and members of the Plaintiff Class, in
17 violation of Labor Code section 1198.

18 111. Plaintiff and the members of the Plaintiff Class herein seek damages and penalties pursuant to
19 Labor Code section 226(e) for Defendant's violations of Labor Code section 226(a).

20 112. Plaintiff and Class Members also seek preliminary and permanent injunctive relief and an
21 award of reasonable attorneys' fees and costs pursuant to Labor Code section 226(h).

22 **EIGHTH CAUSE OF ACTION**

23 **Business & Professions Code § 17200 et seq.**

24 **(By Plaintiff and the Members of the Plaintiff Class Against Defendant)**

25 113. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

26 114. Business & Professions Code section 17200 defines unfair competition to include, "unlawful,
27 unfair or fraudulent business practices."

28 115. Plaintiff and all proposed Class Members are persons within the meaning of Business &

1 Professions Code section 17204, who have suffered injury in fact and have lost money or property as a result
2 of Defendant's unfair competition.

3 116. Defendant has been committing, and continues to commit, acts of unfair competition by
4 engaging in the unlawful, unfair and fraudulent business practices and acts described in this Complaint,
5 including, but not limited to:

- 6 a. violations of Labor Code sections 510 and 1198;
- 7 b. violations of Labor Code sections 221, 223, 1182, 1194, 1197, and 1198;
- 8 c. violations of Labor Code sections 226.7, 512, 516 and 1198;
- 9 d. violations of Labor Code sections 226.7, 516 and 1198;
- 10 e. violations of Labor Code section 2802;
- 11 f. violations of Labor Code section 204; and
- 12 g. violations of Labor Code sections 226(a) and 1174.

13 117. As a result of its unlawful, unfair, and/or fraudulent business acts and practices, Defendant has
14 reaped and continues to reap unfair benefits and illegal profits at the expense of Plaintiff and proposed Class
15 Members. Defendant's unlawful, unfair, and/or fraudulent conduct has also enabled Defendant to gain an
16 unfair competitive advantage over law-abiding employers and competitors.

17 118. Business & Professions Code section 17203 provides that the Court may restore to an
18 aggrieved party any money or property acquired by means of the unlawful, unfair, and/or fraudulent business
19 acts or practices.

20 119. Plaintiff seeks a court order enjoining Defendant from the unlawful, unfair, and/or fraudulent
21 activity alleged herein.

22 120. Pursuant to Civil Code section 3287(a), Plaintiff and other members of the Plaintiff Class are
23 entitled to recover pre-judgment interest on wages earned, but not paid.

24 121. Plaintiff further seeks an order requiring an audit and accounting of the payroll records to
25 determine the amount of restitution of all unpaid wages owed to herself and members of the proposed Plaintiff
26 Class, according to proof, as well as a determination of the amount of funds to be paid to current and former
27 employees that can be identified and located pursuant to a court order and supervision.

28 122. Plaintiff seeks restitution for herself, and others similarly situated, of these amounts, including

all earned and unpaid wages and attorneys' fees and costs pursuant to Code of Civil Procedure section 1021.5.

NINTH CAUSE OF ACTION

Civil Penalties Pursuant to the Labor Code Private Attorneys General Act of 2004

(On Behalf of All Aggrieved Employees Against Defendant)

123. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

124. At all times set forth herein, the Labor Code Private Attorneys General Act of 2004 ("PAGA") applied to Defendant's employment of Plaintiff and the aggrieved employees.

125. At all times set forth herein, Labor Code section 2699(a) has provided that any provision of law under the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of themselves and other current or former employees pursuant to procedures outlined in Labor Code section 2699.3.

126. At all times set forth herein, the PAGA has also provided that for the violation of any Labor Code provision that does not itself contain a civil penalty, there are established civil penalties of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation. (Lab. Code, § 2699, subd. (f).)

127. A civil action under PAGA may be brought by an "aggrieved employee," any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

128. Defendant has been committing, and continues to commit, violations of the Labor Code, including, but not limited to:

- a. violations of Labor Code sections 510 and 1198;
- b. violations of Labor Code sections 221, 223, 1182, 1194, 1197, and 1198;
- c. violations of Labor Code sections 226.7, 512, 516 and 1198;
- d. violations of Labor Code sections 226.7, 512, and 1198;
- e. violations of Labor Code section 2802;
- f. violations of Labor Code section 204; and
- g. violations of Labor Code sections 226(a) and 1174.

129. Plaintiff was employed by Defendant and the alleged violations have been committed against

her during her time of employment and she is, therefore, an “aggrieved employee.” Plaintiff and other employees are “aggrieved employees” as defined by Labor Code §2699(c) in that they are all current or former employees of Defendant, and one or more of the alleged violations were committed against them.

130. Pursuant to Labor Code § 2699.3, aggrieved employees, including Plaintiff, may pursue a civil action arising under the PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice (“Employee’s Notice”) to the LWDA and the employer of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations;
- b. The LWDA shall provide notice (“LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violations sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

131. Plaintiff has complied with the procedures for bringing suit for civil penalties under PAGA.

132. Pursuant to the requirements enumerated in Labor Code section 2699.3, Plaintiff provided notice to the LWDA and Defendants, by letter dated December 2, 2024, of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

133. More than sixty-five (65) days have passed since the date the notice was mailed to Defendants and the LWDA, and Plaintiff has received no response from the LWDA indicating that it plans to investigate.

134. Accordingly, Plaintiff has satisfied the prerequisites under Labor Code section 2699.3(a) to recover civil penalties against Defendant for violations of the Labor Code identified in this Complaint.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Class Members, and Aggrieved Employees pray for judgment as follows:

1. For an order certifying the proposed Plaintiff Class and Terminated Sub-Class;
2. For an order that counsel for Plaintiff be appointed class counsel
3. For designation of Plaintiff as class representative for Plaintiff Class and Terminated Sub-Class;

4. For restitution of all monies due to Plaintiff and members of Plaintiff Class and disgorgement of all profits from the unlawful business practices of Defendant;
5. For compensatory damages, including but not limited to an award of all (a) unpaid overtime wages; (b) unpaid minimum wages; (c) unpaid regular wages; (d) unpaid meal period premium pay; and (e) unpaid rest period premium pay;
6. For statutory penalties pursuant to Labor Code sections 210, 226 and 226.7;
7. For civil penalties pursuant to Labor Code section 2699(f), to be assessed and collected on behalf of the State of California and all aggrieved employees, for each violation of the Labor Code, as described in this Complaint, including but not limited to:
 - a. One hundred dollars (\$100) for each aggrieved employee per pay period for each initial violation, pursuant to Labor Code section 2699(f)(2);
 - b. Two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code section 2699(f)(2); and
 - c. Two hundred fifty dollars (\$250) per aggrieved employee per violation for the initial violation of Labor Code Section 226(a) and one thousand dollars (\$1,000) per aggrieved employee for each subsequent violation, pursuant to Labor Code section 226.3.
8. For any and all other applicable civil and statutory penalties, as provided by law;
9. For prejudgment and post judgment interest on all sums awarded according to any applicable provision of law, including but not limited to Civil Code section 3287;
10. For reasonable attorneys' fees and costs pursuant to Labor Code sections 226, 1194, and 2699(g)(1); Code of Civil Procedure section 1021.5; and/or other applicable law;
11. For a declaratory judgment that Defendant has knowingly and intentionally violated the following provisions of law:
 - a. Labor Code sections 510 and 1198 for failing to pay overtime;
 - b. Labor Code sections 221, 223, 1182, 1194, 1197, and 1198 for failing to pay all wages;
 - c. Labor Code sections 226.7, 512, 516, and 1198 for failing to provide compliant meal and rest breaks;
 - d. Labor Code section 2802 for failing to reimburse business expenses;

- 1 e. Labor Code section 204 for failing to timely pay wages during employment;
2 f. Labor Code sections 226(a) and 1174.5 for failing to provide accurate, itemized wage
3 statements and failing to maintain accurate records;
4 g. Business & Professions Code sections 17200–08 for violating the provisions set forth
5 in this Complaint; and
6 h. Labor Code Private Attorneys General Act of 2004, codified at Labor Code section
7 2698 *et seq.*, for violating the provisions set forth in this Complaint.

8 12. For all such other and further relief that the Court may deem just and proper.
9

10 DATED: March 12, 2025

BRADLEY/GROMBACHER LLP

11
12 By: Marcus J. Bradley
13 Marcus J. Bradley, Esq.
14 Kiley L. Grombacher, Esq.
Kasra B. Ramez, Esq.

15 Attorneys for Plaintiff and others similarly
16 situated

17 **DEMAND FOR JURY TRIAL**

18 Plaintiff hereby demands trial of Plaintiff's and Class Members' claims by jury to the extent authorized
19 by law.

20 DATED: March 12, 2025

BRADLEY/GROMBACHER, LLP

21 By: Marcus J. Bradley
22 Marcus J. Bradley, Esq.
23 Kiley L. Grombacher, Esq.
Kasra B. Ramez, Esq.

24 Attorneys for Plaintiff and others similarly
25 situated
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27
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