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Attorneys for Plaintiff Cynthia Nunes

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

CYNTHIA NUNES, an individual; **Plaintiff,** **v.** **URBAN PEACE MOVEMENT – OAKLAND, a nonprofit corporation; MOVEMENT STRATEGY CENTER, a noncorporation; and DOES 1-100, inclusive,** **Defendants.**	**Case No.: 26CV206846** **FIRST AMENDED COMPLAINT** **1. FAILURE TO PAY MINIMUM WAGE** **2. FAILURE TO PAY OVERTIME** **3. FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS** **4. FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS** **5. FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS** **6. FAILURE TO PAY ALL WAGES DUE UPON END OF EMPLOYMENT** **7. UNFAIR COMPETITION** **8. PRIVATE ATTORNEYS GENERAL ACT** **JURY TRIAL DEMANDED**

Plaintiff Cynthia Nunes brings this action against Urban Peace Movement – Oakland, a nonprofit corporation; Movement Strategy Center, a nonprofit corporation; and Does 1 through 100, for violations of the Labor Code and Business and Professions Code, as follows.

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PARTIES

1. Plaintiff Cynthia Nunes ("Plaintiff" or "Nunes") is a resident of California and is an "employee" as defined by the Labor Code and the applicable California Industrial Wage Commission ("IWC") Order(s).

2. Defendant Urban Peace Movement - Oakland (aka "UPM") is a California nonprofit corporation formed under the laws of California.

3. At all times relevant herein, UPM was an "employer" as defined by the Labor Code and applicable California Industrial Wage Commission ("IWC") Order(s).

4. Defendant Movement Strategy Center (aka "MSC") is a California nonprofit corporation formed under the laws of California.

5. At all times relevant herein, MSC was an "employer" as defined by the Labor Code and applicable California Industrial Wage Commission ("IWC") Order(s).

6. UPM, MSC, and Does 1-100 are collectively referred to as Defendants.

7. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sues such Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff' injuries and damages herein alleged were legally caused by such Defendants. Unless otherwise indicated, each Defendant was acting within the course and scope of said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

8. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein, each of the Defendants, including each Doe Defendant, acted as the agent, servant, employee, partner and/or joint venturer of and acted in concert with each of the remaining Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting within the course and scope of such agency, service, employment partnership, joint venture and/or concert of action. Each

Defendant, in doing the acts alleged herein, acted both individually and within the course and scope of such agency and/or employment, with the knowledge and/or consent of the remaining Defendant.

VENUE AND JURY TRIAL DEMAND

9. Venue is proper in this court as Plaintiff was employed with Defendants (and remains employed with UPM) in Alameda County.

10. Plaintiff hereby demands a jury trial.

GENERAL ALLEGATIONS

11. Nunes was hired by MSC on May 3, 2022 as a Decarceration Campaign Manager. MSC is a nonprofit corporation based in Oakland, California which functions as a movement support hub, incubator, and fiscal sponsor for various social and environmental concerns.

12. UPM is a nonprofit organization which describes its mission as "to transform the culture and social conditions that lead to community violence & mass incarceration in communities of color." On information and belief, UPM was a key local partner of MSC, and it focuses specifically on healing-centered youth organizing and violence prevention.

13. On information and belief, MSC acted as UPM's fiscal sponsor until around June 2024, and was Nunes' employer. This is evidenced by, *inter alia,* Nunes' wage statements, which showed MSC as the employer and UPM as the "department" in which Nunes worked. **Exhibit 1.** Her Forms W-2 also showed that MSC was her employer.

14. In June 2024, Nunes received a formal offer letter from UPM (which she accepted). **Exhibit 2.** Henceforth, Nunes' wage statements showed UPM as her employer. **Exhibit 3.**

15. Since approximately June 2024, Nunes has been regarded and paid as an exempt employee, and paid a flat salary only.

16. However, Nunes *never* fit the test of any recognized exemption to California overtime laws. Nunes has never supervised two or more employees and enjoyed the authority to hire and fire other employees (or give recommendations with particular weight); for that reason alone, she could not be considered an exempt "executive employee." See Cal. Code Regs., tit. 8, § 11040, ¶ 1(A)(1). She has not performed "office or non-manual work related to management policies or general business

operations"; for that reason alone, she could not be considered an exempt "administrative" employee. *Id.,* ¶ 1(A)(2). She was and is not licensed or certified by the State of California and engaged in law, medicine, dentistry, optometry, architecture, engineering, teaching, or accounting, nor was she engaged in an occupation commonly recognized as a learned or artistic profession; for those reasons alone, she could not be considered an exempt "professional" employee. *Id.,* ¶ 1(A)(3). Nunes was and is not involved in "outside sales" or paid commissions, so those corresponding exemptions certainly could not apply. *Id.,* ¶¶ 1(C), 3(D).

17. As a result of this misclassification by UPM, Nunes has been denied protections under the Labor Code.

18. UPM does not pay Nunes any overtime wages, despite working more than eight hours in a workday and 40 hours in a workweek on a regular basis.

19. UPM does not pay Nunes the minimum wage for all hours worked, since she is paid a flat salary based on a presumed 40-hour workweek.

20. Both before *and* subsequent to her misclassification as a salaried employee, *supra,* Nunes has not been afforded the opportunity to take an uninterrupted ten-minute rest period for every four hours of work or major fraction thereof. She has not been paid premiums at her regular rate of compensation for these rest period violations.

21. Similarly, Nunes has not been afforded to take compliant thirty-minute meal periods for every workshift longer than five hours. As with rest periods, she has not been paid premiums for these violations.

22. Even before Nunes was misclassified as an exempt employee (i.e., when MSC was her employer), she was not paid all overtime wages earned, and the minimum wage for all hours worked. Nunes was frequently required by MSC to attend various work events and retreats at various locations (i.e., a youth retreat in Truckee, California). She was not paid all wages earned during these events (including overtime and doubletime wages). Nunes was considered "on-call" during the night hours, as she was responsible for teenagers who were in attendance, thus substantially limiting her ability to engage in personal activities. Yet, Nunes was not paid for such standby or on-call time.

23. Because of the foregoing violations, Nunes' wage statements failed to accurately show gross wages earned, net wages earned, total hours worked, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code section 226(a).

24. Additionally, at no point since the cessation of Nunes' employment with MSC did MSC pay her all unpaid wages due and owing, *supra.*

25. The foregoing list of misconduct is a partial list only and is set forth by way of example.

26. On August 19, 2026, Nunes provided written notice to the Labor and Workforce Development Agency ("LWDA") and UPM regarding the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support those alleged violations. **Exhibit 4.**

27. As of the date of this First Amended Complaint, more than 65 days after Nunes' written notice, the LWDA did not provide written notice that it intends to investigate any of Nunes' allegations as set forth above. Accordingly, Nunes satisfied the administrative perquisites under Labor Code section 2699.3 to bring a civil action to recover civil penalties against UPM, in addition to other remedies, for violations of the Labor Code.

FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGE
(Lab. Code, §§ 1182.12, 1197)
Against Defendants

28. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

29. Pursuant to California Labor Code section 1194(a), notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid

balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

30. Pursuant to Labor Code section 1197, the minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage that the minimum so fixed is unlawful.

31. Labor Code section 1194.2 provides that in any action under section 1194 or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

32. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter provided.

SECOND CAUSE OF ACTION
FAILURE TO PAY OVERTIME
(Lab. Code, § 510)
Against Defendants

33. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

34. Pursuant to California Labor Code section 510, any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

35. Pursuant to Labor Code section 1198 and the applicable IWC Wage Order(s), it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or

two-times that person's regular rate of pay, depending upon the number of hours worked by the person on a daily or weekly basis.

36. During the relevant time period, Plaintiff regularly and/or consistently worked in excess of eight hours per day, in excess of forty hours per workweek, in excess of six days per workweek, and in excess of twelve hours per day.

37. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff.

38. Pursuant to California Labor Code section 1194(a), notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

39. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter provided.

THIRD CAUSE OF ACTION
FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS
(Lab. Code, § 226.7)
Against Defendants

40. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

41. Labor Code section 226.7 requires employers to provide employees meal periods as mandated by Order of the Industrial Welfare Commission. It states:

a. No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

b. If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial

Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

42. Section 11 of the applicable IWC Wage Order provides:

"(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at employer designated areas, which may include or be limited to the employees' immediate work area.

(B) Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the employer shall make up the missed rest period within the same workday or compensate the employee for the missed ten (10) minutes of rest time at his/her regular rate of pay within the same pay period.

(C) A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(D) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

43. The "regular rate of compensation", for purposes of rest and meal break premiums, must account for not only hourly wages but also other nondiscretionary payments for work performed by the employee. (*Ferra v. Loews Hollywood Hotel, LLC* (2021), 11 Cal.5th 858.)

44. During the relevant time period, Plaintiff was not provided with rest breaks as required by law and did not receive an additional hour of premium pay at their regular rate of compensation for each missed rest period.

45. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

FOURTH CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS
(Lab. Code, §§ 226.7, 512)
Against Defendants

46. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

47. Labor Code section 226.7 requires employers to provide employees with meal periods as mandated by Order of the Industrial Welfare Commission. It states:

a. No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

b. If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

48. Labor Code section 512(a) and applicable Wage Order(s) of the Industrial Welfare Commission provide that an employer may not employ a person for a work period of more than five hours per day without providing that employee a meal period of not less than thirty minutes, except that if the total work period per day is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ a person for a work period of more than ten hours per day without providing an employee with a second meal period of not less than thirty minutes, except that if the total work period per day of the employee is no more than twelve hours, the meal period may be waived by mutual consent of both the employer and the employee, and if the first meal period was not waived.

49. The "regular rate of compensation", for purposes of rest and meal break premiums, must account for not only hourly wages but also other nondiscretionary payments for work performed by the employee. (*Ferra v. Loews Hollywood Hotel, LLC* (2021), 11 Cal.5th 858.)

50. During the relevant time period, Plaintiff was not provided with meal breaks as required by law and did not receive an additional hour of premium pay at his regular rate of compensation for each missed meal period.

51. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

FIFTH CAUSE OF ACTION
FAILURE TO FURNISH COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS
(Lab. Code, § 226(a))
Against Urban Peace Movement – Oakland and Does 1-100

52. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

53. Pursuant to Labor Code section 226(a) "every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when the wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee [. . .], (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number, (8) the name and address of the legal entity that is the employer [. . .], (9) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee and, if the employer is a temporary services employer [. . .], the rate of pay and the total hours worked for each temporary services assignment."

54. An employee suffering injury as a result of the knowing and intentional failure by an employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed the aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees. (Lab. Code, § 226, subd. (e)(1).)

55. An employee is deemed to suffer injury if the employer fails to provide a wage statement or if the employer fails to provide accurate and complete information as required by any one or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee during the pay period or any of the other information required to be provided pursuant to Labor Code section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the name and address of the employer and iv) the name of the employee and the last four digits of his or her social security number or employee identification number. (Lab. Code, § 226, subds. (e)(2)(A), (B)(i)-(iv).) "Promptly and easily determine" means a reasonable person would be able to readily ascertain the information without reference to other documents or information. (Lab. Code, § 226, subd. (e)(2)(C).)

56. As set forth above, Defendants intentionally and willfully failed to furnish accurate itemized wage statements which complied with Labor Code section 226.

57. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter provided.

SIXTH CAUSE OF ACTION
FAILURE TO PAY ALL WAGES DUE UPON CESSATION OF EMPLOYMENT
(Lab. Code, § 201, *et seq.*)
Against Movement Strategy Center and Does 1-100

58. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

59. Labor Code section 201 requires an employer to pay an employee all wages earned and unpaid at the time the employer discharges the employee. Labor Code section 202 requires an employer to pay the employee all wages due no later than 72 hours after the employee quits his employment.

60. Labor Code section 203 provides: "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days".

61. During the relevant time period, Defendants failed to pay Plaintiff all earned but unpaid wages upon cessation of employment.

62. Wherefore, Plaintiff requests relief as hereafter provided.

SEVENTH CAUSE OF ACTION
UNFAIR COMPETITION
(Bus. & Prof. Code, § 17200, *et seq.*)
Against Defendants

63. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

64. The overtime, rest period, meal period, and minimum wage violations committed by Defendants, as alleged above, are unfair business practices within the meaning of the Unfair Competition Law (Business and Professions Code section 17200 et seq.).

65. Wherefore, Plaintiff has been damaged as set forth above and requests relief as hereafter provided.

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EIGHTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(Lab. Code, § 2698 *et seq.*)
Against Urban Peace Movement - Oakland

66. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

67. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor Code which 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 himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

68. Plaintiff was employed by UPM and the alleged violations were committed against her during her time of employment. Plaintiff is therefore an aggrieved employee as defined by Labor Code section 2699, subdivision (c). Other current and former employees are also aggrieved employees in that one or more of the alleged violations were also committed against them during their time of employment with UPM.

69. Pursuant to Labor Code section 2699, subdivision (f), the civil penalty recoverable in a PAGA action is that which is provided for by the Labor Code or, where no civil penalty is specifically provided, one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation.

70. Pursuant to California Labor Code section 2699, subdivision (g), an aggrieved employee may recover the civil penalty on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Furthermore, any employee who prevails in any such action shall be entitled to an award of reasonable attorney's fees and costs.

71. Pursuant to the PAGA, Plaintiff seeks to recover civil penalties against UPM for violations of the Labor Code.

72. Wherefore, Plaintiff and other employees (current and former) have been aggrieved and Plaintiff, on behalf of the Labor and Workforce Development Agency, requests relief as hereafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendants as follows:

As to the First through Seventh Causes of Action:

1. For compensatory damages and restitutionary relief;
2. For liquidated damages, including those available under Labor Code section 1194.2;
3. For injunctive relief, including that available under Labor Code section 226(h) and Business and Professions Code section 17203;
4. For statutory penalties including, but not limited to, those available under Labor Code sections 203 and 226(e);
5. For statutory attorneys' fees and costs, including those available under Labor Code sections 218.5, 226, and 1194, as well as those available under Code of Civil Procedure section 1021.5;
6. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law; and
7. For such other and further relief as the court deems just and proper.

As to the Eighth Cause of Action:

1. For civil penalties, including but not limited to those available under Labor Code sections 226.3, 558, 1197.1, and 2699(f);
2. For injunctive relief;
3. For statutory attorneys' fees and costs, including but not limited to those available under Labor Code section 2699(g);

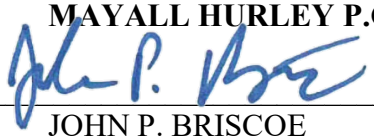
4. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including those available under Civil Code sections 3287(a) and 3289(b); and

5. For such other and further relief as the court deems just and proper.

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DATED: November 13, 2026

MAYALL HURLEY P.C.

By 

JOHN P. BRISCOE
Attorneys for Plaintiff,
CYNTHIA NUNES

EXHIBIT 1

Earnings Statement

NUNES, CYNTHIA

Pay Date: 09/29/2023
Period Start: 09/10/2023
Period End: 09/25/2023

Company: 0IE81 - MOVEMENT STRATEGY CENTER
1625 CLAY STREET
OAKLAND CA 94612 (510) 444-0640

Emp #: 0865
Dept: 30200 - Urban Peace Movement
Pay Basis: Hourly

	Rate	Hours/Units	Current Period	Year To Date
Earnings				
Regular	35.09	72.00	2526.48	47506.80
Overtime	52.64	0.00	0.00	988.85
Personal	33.66	0.00	0.00	269.28
Sick	35.09	16.00	561.44	2463.56
Vacation	35.09	0.00	0.00	678.92
Cell WiFi Stipend			40.00	720.00
Holiday	33.66	0.00	0.00	1884.96
Paid Office Closure	33.66	0.00	0.00	1077.12
Travel			25.00	150.00
Gross		**88.00**	**3152.92**	**55739.49**
W/H Taxes				
Federal W/H(S)			0.00	0.00
Medicare			44.52	786.75
Social Security			190.38	3364.05
California State W/H(S/8)			91.82	1579.96
CaliforniaSDI Tax			27.64	488.33
Deductions				
Tax Levy %			0.00	722.78
DENTAL			2.20	39.60
FSA			12.50	225.00
MEDICAL			27.15	488.70
VISION			0.41	7.38
Net Pay			**2756.30**	**48036.94** Voucher No. 502905271DD
Net Pay Distribution				
Direct Deposit Net Check			2756.30	48036.94 A/C:8877

Employee Benefits, Allowances, and Other	**Current Period**	**Year To Date**	**YTD Taken**	**Available**
2021 CA COVID Supplemental Sick Lea	0.00	0.00	0.00	0.00
Jury Duty Hours **		24.00	0.00	24.00
Personal Time Hours	0.00	16.00	8.00	8.00
Sick Hours	4.00	100.00	36.00	64.00
Vacation Hours	6.67	145.43	20.00	125.43

**Accruals balances are accurate as of processing 09/27/2023 03:14 pm

Voucher No. 502905271DD

MOVEMENT STRATEGY CENTER
1625 Clay Street 6th Floor
OAKLAND, CA 94612

DATE: 09/29/2023

Dept: 30200

Net Pay: **2756.30**

Two Thousand Seven Hundred Fifty Six And 30/100 Dollars

NUNES, CYNTHIA
222 S JACK TONE RD, APT 4,
RIPON, CA 95366

For Record Purposes Only
****NON-NEGOTIABLE****

EXHIBIT 2

URBAN PEACE MOVEMENT

June 20, 2024

Cynthia Nunes

Re: Offer of Employment

Dear Cynthia:

We are pleased to offer you the position of Decarceration Campaign Coordinatorat Urban Peace Movement Oakland. This 100% FTE regular exempt position reports to Deputy Director and will commence June 29, 2024. Your gross rate of pay will be $$6,500per month (Annual gross salary of $$78,000). This does not reflect deductible taxes.

As a regular full-time employee, you will receive all legally mandated benefits (such as workers' compensation insurance, state disability and unemployment, and Social Security). In addition, UPM Oakland's benefits package includes:

- 20 day vacation leave per year (15 days in the first year of employment due to mandatory 30 days wait period before accruals begin).
- 12 standard holidays, and 2 personal days per year (your personal days are designated as your birthday and hire date anniversary, and should be taken on these dates).
- 12 sick days per year
- 1 week paid UPM Oakland family and medical leave after one year of service; an additional week of paid leave for each additional year of service, up to 4 weeks.
- Medical, vision, dental, life and disability insurance coverage for employees and dependents (the eligible date is 30 days after the hire date and first of the month. Per paycheck employee contribution is required).
- Monthly Work From Home Stipend

Please see the UPM-Oakland Employee Handbook for more information.

Your employment is at-will which means you have the right to terminate your employment with us at any time.Urban Peace Movement-Oakland also reserves the right to renegotiate or terminate this employment relationship at any time.

On your first day of employment, you will be required to provide evidence of your eligibility to work in the United States by producing acceptable forms of identification. Enclosed is a copy of the I-9 form, which lists the documents that are acceptable. Please bring these documents with you on your first day.

Please review, sign, and return a signed original letter to us to indicate your official acceptance of the terms of this offer. The second signed copy is for your records.

We are delighted that you will be joining our team.

Sincerely,

Urban Peace Movement

Sikander Iqbal

Sikander Iqbal

Deputy Director

June 20, 2024

Acknowledgment and Acceptance of Employment Offer

I accept employment with Urban Peace Movement and acknowledge and fully agree to the terms and conditions set forth in this offer letter:

Cynthia Nunes

Cynthia Nunes

EXHIBIT 3

EARNINGS STATEMENT

EMPLOYER:
Urban Peace Movement
414 13th Street
Suite 200
Oakland, California 94612
Phone: +1 (510) 444-5400

PAID TO:
Cynthia Rae Nunes
222 South Jack Tone Road
Apt 4
Ripon, California 95366
SSN: ...2898

THIS IS NOT A CHECK

ADVICE OF DEPOSIT

PAY PERIOD:
6/27/2026 - 7/10/2026

PAY DATE:
7/15/2026

GROSS PAY:
$3,575.93

NET PAY:
$2,551.40

TIME OFF	USED	ACCRUED	BALANCE
Jury Duty Policy	0.00 hours	0.00 hours	160.00 hours
Bereavement Policy	0.00 days	0.00 days	3.00 days
Personal days Policy	0.00 days	0.00 days	2.00 days
Unpaid Time Off Policy (Unpaid)	0.00 hours	0.00 hours	150.00 hours
Vacation Policy	0.00 hours	6.67 hours	206.65 hours
UPM Sick Policy	0.00 hours	4.00 hours	26.56 hours

SUMMARY	CURRENT	YTD
Gross Pay	$3,575.93	$27,247.22
Imputed Pay	$6.93	$55.44
Deductions	$216.21	$1,649.72
Taxes	$841.39	$5,954.26
Net Pay	$2,551.40	$20,547.79
Acct# ...877 Trace: 021000023014969	$2,551.40	

EARNINGS	RATE	CURRENT HOURS	CURRENT PERIOD	YTD HOURS	YTD AMOUNT
Salary	-	86.6667	$3,569.00	662.6867	$26,553.38
Phone and Internet Reimbursement	-	0.0000	$40.00	0.0000	$80.00
Long Term Disability (Post-Tax) (Imputed-Earning)	-	0.0000	$6.93	0.0000	$55.44
Justin Parking $70 per pay period and Phone and Internet Reimbursement	-	0	$0.00	0.0000	$880.00
Advance (Non-taxable)	-	0	$0.00	0.0000	$0.02
Holiday Pay	-	0	$0.00	8.0000	$319.20
Paid Time Off	-	0	$0.00	8.0000	$319.20

EMPLOYEE TAXES	CURRENT PERIOD	YTD AMOUNT
Social Security Tax - Employee	$217.24	$1,653.55
Federal Income Tax	$371.51	$2,439.02
Medicare Tax - Employee	$50.81	$386.72
California SDI	$45.55	$346.71
California State Tax	$156.28	$1,128.26

DEDUCTIONS	CURRENT EMP. DEDUCTION	CURRENT CO. CONTRIBUTION	YTD EMP. DEDUCTION	YTD CO. CONTRIBUTION
403B (Pretax)	$142.76	$142.76	$1,062.12	$1,062.12
Chiropractic	$0.00	$5.21	$0.00	$41.68
Medical	$39.44	$304.17	$315.52	$2,433.36
Life and AD&D	$0.00	$2.63	$0.00	$21.04
FSA Health Care	$29.17	$0.00	$233.36	$0.00
Short Term Disability	$0.00	$3.60	$0.00	$28.80
Dental	$3.52	$31.67	$28.16	$253.36
Vision	$0.00	$6.46	$0.00	$51.68

DEDUCTIONS	CURRENT EMP. DEDUCTION	CURRENT CO. CONTRIBUTION	YTD EMP. DEDUCTION	YTD CO. CONTRIBUTION
Long Term Disability (Post-Tax)	$0.00	$6.93	$0.00	$55.44
Voluntary Life	$1.32	$0.00	$10.56	$0.00

EXHIBIT 4

NORTHERN CALIFORNIA

118 WEST OAK STREET
LODI, CALIFORNIA 95240
[BY APPT. ONLY – NO SERVICE ACCEPTED]

SOUTHERN CALIFORNIA

360 EAST 2ND STREET, SUITE 800
LOS ANGELES, CALIFORNIA 90012
[BY APPT. ONLY – NO SERVICE ACCEPTED]

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VLADIMIR J. KOZINA

August 19, 2026

SUBMITTED ELECTRONICALLY

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA CERTIFIED MAIL

Urban Peace Movement – Oakland
414 13th St., Suite 200
Oakland, CA 94612

Re: Cynthia Nunes

To whom it may concern:

This firm represents Cynthia Nunes ("Nunes") in connection with claims arising from her ongoing employment with Urban Peace Movement – Oakland ("UPM"). In accordance with California Labor Code section 2699.3, this letter shall serve as Nunes' written notice to the Labor and Workforce Development Agency ("LWDA") and UPM regarding the following violations, and facts and theories supporting those violations, on Nunes' behalf and, as a proxy for the LWDA, on behalf of former and other current California employees of UPM.

Nunes was hired by UPM on May 3, 2022 as a Decarceration Campaign Manager. UPM is a nonprofit organization based in Oakland, California which describes its mission as "to transform the culture and social conditions that led to community violence and mass incarceration in communities of color."

Nunes has been misclassified as an exempt employee, resulting in violations of the Labor Code. Since as early as June 2024,[1] Nunes has been regarded and paid as exempt and paid a flat salary (based on an assumed 40-hour workweek). However, Nunes never fit the test of any recognized exemption to California overtime laws. Nunes has

[1] Nunes' job duties did not change when this reclassification occurred.

never supervised two or more employees and enjoyed the authority to hire and fire other employees (or give recommendations with particular weight); for that reason alone, she could not be considered an exempt "executive employee." See Cal. Code Regs., tit. 8, § 11040, ¶ 1(A)(1). Nunes does not perform "office or non-manual work related to management policies or general business operations"; for that reason alone, she could not be considered an exempt "administrative" employee. Id., ¶ 1(A)(2). She was not licensed or certified by the State of California and engaged in law, medicine, dentistry, optometry, architecture, engineering, teaching, or accounting, nor was she engaged in an occupation commonly recognized as a learned or artistic profession; for those reasons alone, she could not be considered an exempt "professional" employee. Id., ¶ 1(A)(3). Nunes was not involved in "outside sales" or paid commissions, so those corresponding exemptions certainly could not apply. Id., ¶¶ 1(C), 3(D).

While treated and paid as an exempt, salaried employee, Nunes has worked more than eight hours in a workday, and more than forty hours in a workweek, on a regular basis. On other occasions (notably when she has been required to attend youth retreats and other events) she has worked more than twelve hours in a workday, or has worked more than eight hours on the seventh consecutive day of a workweek, earning doubletime wages. However, she has been paid no overtime or doubletime wages, resulting in violations of Labor Code section 510.

Also due to her misclassification, Nunes has not been paid the minimum wage for all hours worked, as she routinely works more than forty hours in a workweek. This has resulted in violations of Labor Code sections 1182.12 and 1197.

Nunes has also been denied rest and meal periods to which she has been entitled. At no point during her employment with UPM has she been relieved of all duty and permitted the opportunity to take (1) an uninterrupted ten-minute rest period for every work period of four hours (or major fraction thereof) or (2) an uninterrupted thirty-minute meal period for every workday longer than five hours. UPM has never had any policy or practice that would afford Nunes the opportunity to take rest periods or meal periods. Further, Nunes has not been paid an hour's pay at her regular rate of compensation for every rest period and meal period unlawfully withheld. Thus, UPM has violated Labor Code sections 226.7 and 512.

As Nunes has not been paid all wages due and owing (including rest and meal premiums), *supra,* the itemized wage statements failed to accurately show gross wages earned, net wages earned, total hours worked, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code section 226, subdivisions (a)(1), (2), (5), and (9).

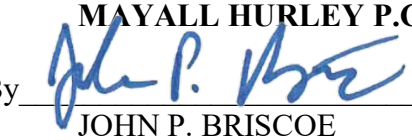
The foregoing violations, and each of them, were committed as against other employees of UPM in California, and within the last year. These other employees include, but are not limited to, Camryn Crump (Events Manager), Julian Hamilton (Youth Program Coordinator), Dieudonne Brou (Juvenile Justice Campaign Manager), Maria Cepeda (Member Organizing Manager), Jacky Johnson (Digital Strategy & Events Manager), Briana Manning (Community Healing Program Manager), Symone Woodruff-Hardy (Member Organizing Coordinator).

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me and I will provide that information to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Nunes intends to file a civil action pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code, § 2698 *et seq*.) against UPM, on her behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former employees. Thank you for your attention in this matter.

Sincerely,

MAYALL HURLEY P.C.

By 
JOHN P. BRISCOE

CC: Darren W. Lee (email)

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EMPLOYMENT LAWYERS
112 S. CHURCH STREET
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Urban Peace Movement – Oakland
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