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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NEVADA**

TIFFANY BRITTON and KAYJHONNIE
SMITH, individually, and on behalf of other
members of the general public similarly
situated;

Plaintiffs,

vs.

MOUNTAIN VALLEY CHILD AND
FAMILY SERVICES, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CU0000023

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep

- Requisite Payroll Records);
(9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
(10) Violation of California Business & Professions Code §§ 17200, et seq.
(11) Violation of the Private Attorneys General Act Labor Code §§ 2698 et seq.

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiffs TIFFANY BRITTON and KAYJHONNIE SMITH (“Plaintiffs”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Nevada. The majority of acts and omissions alleged herein relating to Plaintiffs and the other class members took place in the State of California, including the County of Nevada. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Nevada.

PARTIES

5. Plaintiffs TIFFANY BRITTON and KAYJHONNIE SMITH are individuals residing in the State of California.

6. Defendant MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC., at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Nevada.

7. At all relevant times, Defendant MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC. was the “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC. and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

10. Defendant MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC.

and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

11. Plaintiffs further allege that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and the other class members so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiffs bring this action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment and who reside in California.

Subclass A. All class members who were required by Defendants to stay on Defendants’ premises for rest breaks.

14. Plaintiffs reserve the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.

b. Typicality: Plaintiffs’ claims are typical of all other class members’ as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.

- 1 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of
2 each class member, with whom they have a well-defined community of
3 interest and typicality of claims, as demonstrated herein. Plaintiffs have
4 no interest that is antagonistic to the other class members. Plaintiffs'
5 attorneys, the proposed class counsel, are versed in the rules governing
6 class action discovery, certification, and settlement. Plaintiffs have
7 incurred, and during the pendency of this action will continue to incur,
8 costs and attorneys' fees, that have been, are, and will be necessarily
9 expended for the prosecution of this action for the substantial benefit of
10 each class member.
- 11 d. Superiority: A class action is superior to other available methods for the
12 fair and efficient adjudication of this litigation because individual joinder
13 of all class members is impractical.
- 14 e. Public Policy Considerations: Certification of this lawsuit as a class
15 action will advance public policy objectives. Employers of this great
16 state violate employment and labor laws every day. Current employees
17 are often afraid to assert their rights out of fear of direct or indirect
18 retaliation. However, class actions provide the class members who are
19 not named in the complaint anonymity that allows for the vindication of
20 their rights.

21 16. There are common questions of law and fact as to the class members that
22 predominate over questions affecting only individual members. The following common
23 questions of law or fact, among others, exist as to the members of the class:

- 24 a. Whether Defendants' failure to pay wages, without abatement or
25 reduction, in accordance with the California Labor Code, was willful;
26 b. Whether Defendants' had a corporate policy and practice of failing to
27 pay their hourly-paid or non-exempt employees within the State of
28 California for all hours worked and missed (short, late, interrupted,

1 and/or missed altogether) meal periods and rest breaks in violation of
2 California law;

3 c. Whether Defendants required Plaintiffs and the other class members to
4 work over eight (8) hours per day and/or over forty (40) hours per week
5 and failed to pay the legally required overtime compensation to Plaintiffs
6 and the other class members;

7 d. Whether Defendants deprived Plaintiffs and the other class members of
8 meal and/or rest periods or required Plaintiffs and the other class
9 members to work during meal and/or rest periods without compensation;

10 e. Whether Defendants failed to pay minimum wages to Plaintiffs and the
11 other class members for all hours worked;

12 f. Whether Defendants failed to pay all wages due to Plaintiffs and the
13 other class members within the required time upon their discharge or
14 resignation;

15 g. Whether Defendants failed to timely pay all wages due to Plaintiffs and
16 the other class members during their employment;

17 h. Whether Defendants complied with wage reporting as required by the
18 California Labor Code; including, *inter alia*, section 226;

19 i. Whether Defendants kept complete and accurate payroll records as
20 required by the California Labor Code, including, *inter alia*, section
21 1174(d);

22 j. Whether Defendants failed to reimburse Plaintiffs and the other class
23 members for necessary business-related expenses and costs;

24 k. Whether Defendants' conduct was willful or reckless;

25 l. Whether Defendants engaged in unfair business practices in violation of
26 California Business & Professions Code section 17200, et seq.;

27 m. The appropriate amount of damages, restitution, and/or monetary
28 penalties resulting from Defendants' violation of California law; and

n. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

17. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Nevada.

18. Defendants, jointly and severally, employed Plaintiff TIFFANY BRITTON as an hourly-paid, non-exempt employee, from approximately November 2017 to approximately July 2019, in the State of California, County of Nevada.

19. Defendants, jointly and severally, employed Plaintiff KAYJHONNIE SMITH as an hourly-paid, non-exempt employee, from approximately August 2022 to approximately September 2022, in the State of California, County of Sacramento.

20. Defendants hired Plaintiffs and the other class members, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

21. Defendants had the authority to hire and terminate Plaintiffs and the other class members, to set work rules and conditions governing Plaintiffs' and the other class members' employment, and to supervise their daily employment activities.

22. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs' and the other class members' employment for them to be joint employers of Plaintiffs and the other class members.

23. Defendants directly hired and paid wages and benefits to Plaintiffs and the other class members.

24. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

25. Plaintiffs and the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

26. Plaintiffs are informed and believe, and based thereon alleges, that Defendants

1 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
2 employees within the State of California. This pattern and practice involved, *inter alia*, failing
3 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
4 breaks in violation of California law.

5 27. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
6 knew or should have known that Plaintiffs and the other class members were entitled to receive
7 certain wages for overtime compensation and that they were not receiving accurate overtime
8 compensation for all overtime hours worked.

9 28. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
10 failed to provide Plaintiffs and the other class members all required rest and meal periods
11 during the relevant time period as required under the Industrial Welfare Commission Wage
12 Orders and thus they are entitled to any and all applicable penalties.

13 29. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiffs and the other class members were entitled to receive
15 all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class
16 member's regular rate of pay when a meal period was missed, and they did not receive all meal
17 periods or payment of one additional hour of pay at Plaintiffs' and the other class member's
18 regular rate of pay when a meal period was missed.

19 30. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
20 knew or should have known that Plaintiffs and the other class members were entitled to receive
21 all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class
22 member's regular rate of pay when a rest period was missed, and they did not receive all rest
23 periods or payment of one additional hour of pay at Plaintiffs' and the other class members'
24 regular rate of pay when a rest period was missed.

25 31. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiffs and the other class members were entitled to receive
27 at least minimum wages for compensation and that they were not receiving at least minimum
28 wages for all hours worked.

1 32. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiffs and the other class members were entitled to receive
3 all wages owed to them upon discharge or resignation, including overtime and minimum wages
4 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
5 them at the time of their discharge or resignation.

6 33. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiffs and the other class members were entitled to receive
8 all wages owed to them during their employment. Plaintiffs and the other class members did
9 not receive payment of all wages, including overtime and minimum wages and meal and rest
10 period premiums, within any time permissible under California Labor Code section 204.

11 34. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
12 knew or should have known that Plaintiffs and the other class members were entitled to receive
13 complete and accurate wage statements in accordance with California law, but, in fact, they did
14 not receive complete and accurate wage statements from Defendants. The deficiencies
15 included, *inter alia*, the failure to include the total number of hours worked by Plaintiffs and
16 the other class members.

17 35. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
18 knew or should have known that Defendants had to keep complete and accurate payroll records
19 for Plaintiffs and the other class members in accordance with California law, but, in fact, did
20 not keep complete and accurate payroll records.

21 36. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
22 knew or should have known that Plaintiffs and the other class members were entitled to
23 reimbursement for necessary business-related expenses.

24 37. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
25 knew or should have known that they had a duty to compensate Plaintiffs and the other class
26 members pursuant to California law, and that Defendants had the financial ability to pay such
27 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
28 represented to Plaintiffs and the other class members that they were properly denied wages, all

1 in order to increase Defendants' profits.

2 38. During the relevant time period, Defendants failed to pay overtime wages to
3 Plaintiffs and the other class members for all overtime hours worked. Plaintiffs and the other
4 class members were required to work more than eight (8) hours per day and/or forty (40) hours
5 per week without overtime compensation for all overtime hours worked.

6 39. During the relevant time period, Defendants failed to provide all requisite
7 uninterrupted meal and rest periods to Plaintiffs and the other class members.

8 40. During the relevant time period, Defendants failed to pay Plaintiffs and the other
9 class members at least minimum wages for all hours worked.

10 41. During the relevant time period, Defendants failed to pay Plaintiffs and the other
11 class members all wages owed to them upon discharge or resignation.

12 42. During the relevant time period, Defendants failed to pay Plaintiffs and the other
13 class members all wages within any time permissible under California law, including, *inter*
14 *alia*, California Labor Code section 204.

15 43. During the relevant time period, Defendants failed to provide complete or
16 accurate wage statements to Plaintiffs and the other class members.

17 44. During the relevant time period, Defendants failed to keep complete or accurate
18 payroll records for Plaintiffs and the other class members.

19 45. During the relevant time period, Defendants failed to reimburse Plaintiffs and
20 the other class members for all necessary business-related expenses and costs.

21 46. During the relevant time period, Defendants failed to properly compensate
22 Plaintiffs and the other class members pursuant to California law in order to increase
23 Defendants' profits.

24 47. California Labor Code section 218 states that nothing in Article 1 of the Labor
25 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
26 due to him [or her] under this article."

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54. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiffs and the other class members.

55. From time to time, Defendants required Plaintiffs and other class members to work without paying them for all the time they were under Defendants' control, including but not limited to, undergoing pre-shift Covid-19 health screenings, completing paperwork and training, and receiving and responding to work-related communications pre-shift and post-shift. Defendants' policies and practices deprived Plaintiffs and other class members of all overtime and double time wages owed for the off-the-clock work activities

56. Defendants' failure to pay Plaintiffs and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

57. Pursuant to California Labor Code section 1194, Plaintiffs and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC.)

and DOES 1 through 100)

58. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 55, and each and every part thereof with the same force and effect as though fully set forth herein.

59. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and the other class members' employment by Defendants.

60. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

61. At all relevant times, the applicable IWC Wage Order and California Labor

1 Code section 512(a) provide that an employer may not require, cause or permit an employee to
2 work for a work period of more than five (5) hours per day without providing the employee
3 with a meal period of not less than thirty (30) minutes, except that if the total work period per
4 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
5 consent of both the employer and employee.

6 62. At all relevant times, the applicable IWC Wage Order and California Labor
7 Code section 512(a) further provide that an employer may not require, cause or permit an
8 employee to work for a work period of more than ten (10) hours per day without providing the
9 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
10 that if the total hours worked is no more than twelve (12) hours, the second meal period may
11 be waived by mutual consent of the employer and the employee only if the first meal period
12 was not waived.

13 63. During the relevant time period, Plaintiffs and the other class members who
14 were scheduled to work for a period of time no longer than six (6) hours, and who did not
15 waive their legally-mandated meal periods by mutual consent, were required to work for
16 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
17 (30) minutes and/or rest period.

18 64. During the relevant time period, Plaintiffs and the other class members who
19 were scheduled to work for a period of time in excess of six (6) hours were required to work
20 for periods longer than five (5) hours without an uninterrupted meal period of not less than
21 thirty (30) minutes and/or rest period.

22 65. During the relevant time period, Defendants intentionally and willfully required
23 Plaintiffs and the other class members to work during meal periods and failed to compensate
24 Plaintiffs and the other class members the full meal period premium for work performed during
25 meal periods.

26 66. During the relevant time period, Defendants failed to pay Plaintiffs and the other
27 class members the full meal period premium due pursuant to California Labor Code section
28 226.7.

67. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

68. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants 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.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC.)

and DOES 1 through 100)

69. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 66, and each and every part thereof with the same force and effect as though fully set forth herein.

70. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by Defendants.

71. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

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

73. During the relevant time period, Defendants required Plaintiffs and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

1 74. During the relevant time period, Defendants willfully required Plaintiffs and the
2 other class members to work during rest periods and failed to pay Plaintiffs and the other class
3 members the full rest period premium for work performed during rest periods.

4 75. During the relevant time period, Defendants failed to pay Plaintiffs and the other
5 class members the full rest period premium due pursuant to California Labor Code section
6 226.7.

7 76. Defendants' conduct violates applicable IWC Wage Orders and California
8 Labor Code section 226.7.

9 77. Pursuant to the applicable IWC Wage Orders and California Labor Code section
10 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
11 additional hour of pay at the employees' regular hourly rate of compensation for each work
12 day that the rest period was not provided.

13 **FOURTH CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

15 **(Against MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC.**

16 **and DOES 1 through 100)**

17 78. Plaintiffs incorporates by reference the allegations contained in paragraphs 1
18 through 75, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 79. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
21 provide that the minimum wage to be paid to employees, and the payment of a lesser wage
22 than the minimum so fixed is unlawful.

23 80. During the relevant time period, Defendants failed to pay minimum wage to
24 Plaintiffs and the other class members as required, pursuant to California Labor Code sections
25 1194, 1197, and 1197.1.

26 81. From time to time, Defendants required Plaintiffs and other class members to
27 work without paying them for all the time they were under Defendants' control, including but
28 not limited to, undergoing pre-shift Covid-19 health screenings, completing paperwork and

1 training, and receiving and responding to work-related communications pre-shift and post-
2 shift. Defendants' policies and practices deprived Plaintiffs and other class members of all
3 minimum and regular wages owed for the off-the-clock work activities.

4 82. Defendants' failure to pay Plaintiffs and the other class members the minimum
5 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
6 those sections Plaintiffs and the other class members are entitled to recover the unpaid balance
7 of their minimum wage compensation as well as interest, costs, and attorney's fees, and
8 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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10 83. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class
11 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
12 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
13 minimum wages.

14 84. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class
15 members are entitled to recover liquidated damages in an amount equal to the wages
16 unlawfully unpaid and interest thereon.

17 **FIFTH CAUSE OF ACTION**

18 **(Violation of California Labor Code §§ 201 and 202)**

19 **(Against MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC.**

20 **and DOES 1 through 100)**

21 85. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
22 through 81, and each and every part thereof with the same force and effect as though fully set
23 forth herein.

24 86. At all relevant times herein set forth, California Labor Code sections 201 and
25 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
26 time of discharge are due and payable immediately, and if an employee quits his or her
27 employment, his or her wages shall become due and payable not later than seventy-two (72)
28 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her

1 intention to quit, in which case the employee is entitled to his or her wages at the time of
2 quitting.

3 87. During the relevant time period, Defendants intentionally and willfully failed to
4 pay Plaintiffs and the other class members who are no longer employed by Defendants their
5 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

6 88. Defendants' failure to pay Plaintiffs and the other class members who are no
7 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
8 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
9 201 and 202.

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

14 90. Plaintiffs and the other class members are entitled to recover from Defendants
15 the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
16 pursuant to California Labor Code section 203.

17 **SIXTH CAUSE OF ACTION**

18 **(Violation of California Labor Code § 204)**

19 **(Against MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC.**

20 **and DOES 1 through 100)**

21 91. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
22 through 87, and each and every part thereof with the same force and effect as though fully set
23 forth herein.

24 92. At all times herein set forth, California Labor Code section 204 provides that all
25 wages earned by any person in any employment between the 1st and 15th days, inclusive, of
26 any calendar month, other than those wages due upon termination of an employee, are due and
27 payable between the 16th and the 26th day of the month during which the labor was
28 performed.

1 93. At all times herein set forth, California Labor Code section 204 provides that all
2 wages earned by any person in any employment between the 16th and the last day, inclusive,
3 of any calendar month, other than those wages due upon termination of an employee, are due
4 and payable between the 1st and the 10th day of the following month.

5 At all times herein set forth, California Labor Code section 204 provides that all wages earned
6 for labor in excess of the normal work period shall be paid no later than the payday for the next
7 regular payroll period.

8 94. During the relevant time period, Defendants intentionally and willfully failed to
9 pay Plaintiffs and the other class members all wages due to them, within any time period
10 permissible under California Labor Code section 204.

11 95. Plaintiffs and the other class members are entitled to recover all remedies
12 available for violations of California Labor Code section 204.

13 **SEVENTH CAUSE OF ACTION**

14 **(Violation of California Labor Code § 226(a))**

15 **(Against MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC.**

16 **and DOES 1 through 100)**

17 96. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
18 through 93, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 97. At all material times set forth herein, California Labor Code section 226(a)
21 provides that every employer shall furnish each of his or her employees an accurate itemized
22 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
23 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
24 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
25 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
26 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
27 his or her social security number, (8) the name and address of the legal entity that is the
28 employer, and (9) all applicable hourly rates in effect during the pay period and the

1 corresponding number of hours worked at each hourly rate by the employee. The deductions
2 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
3 showing the month, day, and year, and a copy of the statement or a record of the deductions
4 shall be kept on file by the employer for at least three years at the place of employment or at a
5 central location within the State of California.

6 98. Defendants have intentionally and willfully failed to provide Plaintiffs and the
7 other class members with complete and accurate wage statements. The deficiencies include,
8 but are not limited to: the failure to include the total number of hours worked by Plaintiffs and
9 the other class members.

10 99. As a result of Defendants' violation of California Labor Code section 226(a),
11 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
12 protected rights.

13 100. More specifically, Plaintiffs and the other class members have been injured by
14 Defendants' intentional and willful violation of California Labor Code section 226(a) because
15 they were denied both their legal right to receive, and their protected interest in receiving,
16 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

17 101. Plaintiffs and the other class members are entitled to recover from Defendants
18 the greater of their actual damages caused by Defendants' failure to comply with California
19 Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
20 employee.

21 102. Plaintiffs and the other class members are also entitled to injunctive relief to
22 ensure compliance with this section, pursuant to California Labor Code section 226(h).

23 **EIGHTH CAUSE OF ACTION**

24 **(Violation of California Labor Code § 1174(d))**

25 **(Against MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC.**

26 **and DOES 1 through 100)**

27 103. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
28 through 100, and each and every part thereof with the same force and effect as though fully set

1 forth herein.

2 104. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
3 central location in the state or at the plants or establishments at which employees are
4 employed, payroll records showing the hours worked daily by and the wages paid to, and the
5 number of piece-rate units earned by and any applicable piece rate paid to, employees
6 employed at the respective plants or establishments. These records shall be kept in accordance
7 with rules established for this purpose by the commission, but in any case shall be kept on file
8 for not less than two years.

9 105. Defendants have intentionally and willfully failed to keep accurate and complete
10 payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other
11 class members.

12 106. As a result of Defendants' violation of California Labor Code section 1174(d),
13 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
14 protected rights.

15 107. More specifically, Plaintiffs and the other class members have been injured by
16 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
17 they were denied both their legal right and protected interest, in having available, accurate and
18 complete payroll records pursuant to California Labor Code section 1174(d).

19 **NINTH CAUSE OF ACTION**

20 **(Violation of California Labor Code §§ 2800 and 2802)**

21 **(Against MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC.**

22 **and DOES 1 through 100)**

23 108. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
24 through 105, and each and every part thereof with the same force and effect as though fully set
25 forth herein.

26 109. Pursuant to California Labor Code sections 2800 and 2802, an employer must
27 reimburse its employee for all necessary expenditures incurred by the employee in direct
28 consequence of the discharge of his or her job duties or in direct consequence of his or her

1 obedience to the directions of the employer.

2 110. Plaintiffs and the other class members incurred necessary business-related
3 expenses and costs, including but not limited to, for the use of their personal cell phones, that
4 were not fully reimbursed by Defendants.

5 111. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
6 other class members for all necessary business-related expenses and costs.

7 112. Plaintiffs and the other class members are entitled to recover from Defendants
8 their business-related expenses and costs incurred during the course and scope of their
9 employment, plus interest accrued from the date on which the employee incurred the necessary
10 expenditures at the same rate as judgments in civil actions in the State of California.

11 **TENTH CAUSE OF ACTION**

12 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

13 **(Against MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC.**

14 **and DOES 1 through 100)**

15 113. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
16 through 110, and each and every part thereof with the same force and effect as though fully set
17 forth herein.

18 114. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
19 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'
20 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public
21 interest within the meaning of Code of Civil Procedure section 1021.5.

22 115. Defendants' activities as alleged herein are violations of California law, and
23 constitute unlawful business acts and practices in violation of California Business &
24 Professions Code section 17200, et seq.

25 116. A violation of California Business & Professions Code section 17200, et seq.
26 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
27 policies and practices of requiring employees, including Plaintiffs and the other class members,
28 to work overtime without paying them proper compensation violate California Labor Code

1 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
2 employees, including Plaintiffs and the other class members, to work through their meal and
3 rest periods without paying them proper compensation violate California Labor Code sections
4 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate
5 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and
6 practices of failing to timely pay wages to Plaintiffs and the other class members violate
7 California Labor Code sections 201, 202 and 204. Defendants also violated California Labor
8 Code sections 226(a), 1174(d), 2800 and 2802.

9 117. As a result of the herein described violations of California law, Defendants
10 unlawfully gained an unfair advantage over other businesses.

11 118. Plaintiffs and the other class members have been personally injured by
12 Defendants' unlawful business acts and practices as alleged herein, including but not
13 necessarily limited to the loss of money and/or property.

14 119. Pursuant to California Business & Professions Code sections 17200, et seq.,
15 Plaintiffs and the other class members are entitled to restitution of the wages withheld and
16 retained by Defendants during a period that commences four years preceding the filing of this
17 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
18 1021.5 and other applicable laws; and an award of costs.

19 **ELEVENTH CAUSE OF ACTION**

20 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

21 **(Cal. Lab. Code §§ 2698 et seq.)**

22 **(Alleged by Plaintiff Smith against all Defendant)**

23 120. Plaintiff Smith realleges and incorporates by this reference, as though fully set
24 forth herein, the prior paragraphs of this Complaint.

25 121. PAGA is a mechanism by which the State of California itself can enforce state
26 labor laws through the employee suing under the PAGA who does so as the proxy or agent of
27 the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is
28 fundamentally a law enforcement action designed to protect the public and not to benefit

1 private parties. The purpose of the PAGA is not to recover damages or restitution, but to create
2 a means of “deputizing” citizens as private attorneys general to enforce the Labor Code. In
3 enacting PAGA, the California Legislature specified that “it was ... in the public interest to
4 allow aggrieved employees, acting as private attorneys general to recover civil penalties for
5 labor Code violations ...” (Stats. 2003, ch. 906, § 1). Accordingly, PAGA claims cannot be
6 subject to arbitration.

7 122. Plaintiff Smith, and such persons that may be added from time to time who
8 satisfy the requirements and exhaust the administrative procedures under the Private Attorney
9 General Act, bring this Representative Action on behalf of the State of California with respect
10 to themselves and all non-exempt employees who worked for Defendant in California during
11 the time period of March 20, 2022, until the present (the “AGGRIEVED EMPLOYEES”).

12 123. On March 20, 2023, Plaintiff Smith gave written notice by certified mail to the
13 Labor and Workforce Development Agency (the “Agency”) and the employer of the specific
14 provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See
15 Exhibit #1, attached hereto and incorporated by this reference herein. The statutory waiting
16 period for Plaintiff Smith to add these allegations to the Complaint has expired. As a result,
17 pursuant to Section 2699.3, Plaintiff Smith may now commence a representative civil action
18 under PAGA pursuant to Section 2699 as the proxy of the state of California with respect to all
19 AGGRIEVED EMPLOYEES as herein defined.

20 124. The policies, acts and practices heretofore described were and are an unlawful
21 business act or practice because DEFENDANT (a) failed to pay AGGRIEVED EMPLOYEES
22 minimum wages and overtime wages, (b) failed to provide AGGRIEVED EMPLOYEES
23 legally required meal and rest breaks, (c) failed to pay AGGRIEVED EMPLOYEES at the
24 correct regular rate of pay, (d) failed to pay AGGRIEVED EMPLOYEES for all time worked,
25 and (e) failed to timely pay wages, all in violation of the applicable Labor Code sections listed
26 in Labor Code §2699.5, including but not limited to Labor Code §§ 201, 201.3, 202, 203, 204,
27 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194,
28 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, and the applicable Industrial

1 Wage Order(s), and thereby gives rise to statutory penalties as a result of such conduct.
2 Plaintiff Smith hereby seek recovery of civil penalties as prescribed by the Labor Code Private
3 Attorney General Act of 2004 as the representative of the State of California for the illegal
4 conduct perpetrated on Plaintiff Smith and the other AGGRIEVED EMPLOYEES.

5 **DEMAND FOR JURY TRIAL**

6 Plaintiffs, individually, and on behalf of other members of the general public similarly
7 situated, requests a trial by jury.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiffs, individually, and on behalf of other members of the general
10 public similarly situated, pray for relief and judgment against Defendants, jointly and
11 severally, as follows:

12 **Class Certification**

- 13 1. That this action be certified as a class action;
14 2. That Plaintiffs be appointed as the representative of the Class;
15 3. That counsel for Plaintiffs be appointed as Class Counsel; and
16 4. That Defendants provide to Class Counsel immediately the names and most
17 current/last known contact information (address, e-mail and telephone numbers) of all class
18 members.

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

- 20 5. That the Court declare, adjudge and decree that Defendants violated California
21 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
22 all overtime wages due to Plaintiffs and the other class members;
23 6. For general unpaid wages at overtime wage rates and such general and special
24 damages as may be appropriate;
25 7. For pre-judgment interest on any unpaid overtime compensation commencing
26 from the date such amounts were due;
27 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
28 California Labor Code section 1194; and

1 9. For such other and further relief as the Court may deem just and proper.

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

3 10. That the Court declare, adjudge and decree that Defendants violated California
4 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
5 provide all meal periods (including second meal periods) to Plaintiffs and the other class
6 members;

7 11. That the Court make an award to Plaintiffs and the other class members of one
8 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
9 period was not provided;

10 12. For all actual, consequential, and incidental losses and damages, according to
11 proof;

12 13. For premium wages pursuant to California Labor Code section 226.7(c);

13 14. For pre-judgment interest on any unpaid wages from the date such amounts
14 were due;

15 15. For reasonable attorneys' fees and costs of suit incurred herein; and

16 16. For such other and further relief as the Court may deem just and proper.

17
18 **As to the Third Cause of Action**

19 17. That the Court declare, adjudge and decree that Defendants violated California
20 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
21 rest periods to Plaintiffs and the other class members;

22 18. That the Court make an award to Plaintiffs and the other class members of one
23 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
24 period was not provided;

25 19. For all actual, consequential, and incidental losses and damages, according to
26 proof;

27 20. For premium wages pursuant to California Labor Code section 226.7(c);

28 21. For pre-judgment interest on any unpaid wages from the date such amounts

1 were due; and

2 22. For such other and further relief as the Court may deem just and proper.

3 **As to the Fourth Cause of Action**

4 23. That the Court declare, adjudge and decree that Defendants violated California
5 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
6 Plaintiffs and the other class members;

7 24. For general unpaid wages and such general and special damages as may be
8 appropriate;

9 25. For statutory wage penalties pursuant to California Labor Code section 1197.1
10 for Plaintiffs and the other class members in the amount as may be established according to
11 proof at trial;

12 26. For pre-judgment interest on any unpaid compensation from the date such
13 amounts were due;

14 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
15 California Labor Code section 1194(a);

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

17 29. For such other and further relief as the Court may deem just and proper.

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

19 30. That the Court declare, adjudge and decree that Defendants violated California
20 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
21 time of termination of the employment of Plaintiffs and the other class members no longer
22 employed by Defendants;

23 31. For all actual, consequential, and incidental losses and damages, according to
24 proof;

25 32. For statutory wage penalties pursuant to California Labor Code section 203 for
26 Plaintiffs and the other class members who have left Defendants' employ;

27 33. For pre-judgment interest on any unpaid compensation from the date such
28 amounts were due; and

1 34. For such other and further relief as the Court may deem just and proper.

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

3 35. That the Court declare, adjudge and decree that Defendants violated California
4 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
5 by California Labor Code section 204 to Plaintiffs and the other class members;

6 36. For all actual, consequential, and incidental losses and damages, according to
7 proof;

8 37. For pre-judgment interest on any unpaid compensation from the date such
9 amounts were due; and

10 38. For such other and further relief as the Court may deem just and proper.

11 **As to the Seventh Cause of Action**

12 39. That the Court declare, adjudge and decree that Defendants violated the record
13 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
14 as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized
15 wage statements thereto;

16 40. For actual, consequential and incidental losses and damages, according to proof;

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

18 42. For injunctive relief to ensure compliance with this section, pursuant to
19 California Labor Code section 226(h); and

20 43. For such other and further relief as the Court may deem just and proper.

21 **As to the Eighth Cause of Action**

22 44. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records
24 for Plaintiffs and the other class members as required by California Labor Code section
25 1174(d);

26 45. For actual, consequential and incidental losses and damages, according to proof;

27 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

28 47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

54. For restitution of unpaid wages to Plaintiffs and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

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

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

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

58. For such other and further relief as the Court may deem just and proper.

As to the Eleventh Cause of Action

59. On behalf of the State of California and with respect to all AGGRIEVED
EMPLOYEES: Recovery of civil penalties as prescribed by the Labor Code
Private Attorneys General Act of 2004.

Dated: June 12, 2023

ZAKAY LAW GROUP, APLC

By: 

Shani O. Zakay
Attorneys for Plaintiffs

EXHIBIT 1



Client # 49501

March 20, 2023

Via Online Filing to LWDA and Certified Mail to Defendant
Labor and Workforce Development Agency
Online Filing

MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC.

c/o Ron Brown

2407 J Street

Sacramento, CA 95816

Via Certified U.S. Mail with Return Receipt No. 7022 1670 0001 3652 8585

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff KAYJHONNIE SMITH ("Plaintiff"), and other aggrieved employees in a proposed lawsuit against Defendant MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC. ("Defendant"). Plaintiff was employed by Defendant from August of 2022 to September of 2022, as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks. Defendant, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendant failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence of the aforementioned violations, Plaintiff further contends that Defendant failed to provide accurate wage statements to her and other aggrieved employees, which among other violations of California Labor Code section 226(a). Said conduct, in addition to the foregoing Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt employees who worked for Defendant in California during the relevant claim period.

A true and correct copy of the proposed Complaint by Plaintiff against Defendant, which (1) identifies the alleged violations, (2) details the facts and theories which support the alleged violations, (3) details the specific work performed by Plaintiff, (4) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to

Plaintiff, and (5) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendant is on notice that Plaintiff continues her investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all aggrieved California employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Sincerely,



Shani O. Zakay
Attorney for Plaintiff

Copies to:
Ronald Enabit, Esq.
renabnit@mathenysears.com

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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NEVADA**

TIFFANY BRITTON and KAYJHONNIE
SMITH, individually, and on behalf of other
members of the general public similarly
situated;

Plaintiffs,

vs.

MOUNTAIN VALLEY CHILD AND
FAMILY SERVICES, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.:

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code

- § 1174(d) (Failure To Keep Requisite Payroll Records);
(9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
(10) Violation of California Business & Professions Code §§ 17200, et seq.

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiffs TIFFANY BRITTON and KAYJHONNIE SMITH (“Plaintiffs”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Nevada. The majority of acts and omissions alleged herein relating to Plaintiffs and the other class members took place in the State of California, including the County of Nevada. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Nevada.

///

PARTIES

5. Plaintiffs TIFFANY BRITTON and KAYJHONNIE SMITH are individuals residing in the State of California.

6. Defendant MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC., at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Nevada.

7. At all relevant times, Defendant MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC. was the “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC. and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

10. Defendant MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC. and

DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

11. Plaintiffs further allege that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and the other class members so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiffs bring this action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment and who reside in California.

Subclass A. All class members who were required by Defendants to stay on Defendants’ premises for rest breaks.

14. Plaintiffs reserve the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.

b. Typicality: Plaintiffs’ claims are typical of all other class members’ as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.

- 1 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each
2 class member, with whom they have a well-defined community of interest
3 and typicality of claims, as demonstrated herein. Plaintiffs have no
4 interest that is antagonistic to the other class members. Plaintiffs'
5 attorneys, the proposed class counsel, are versed in the rules governing
6 class action discovery, certification, and settlement. Plaintiffs have
7 incurred, and during the pendency of this action will continue to incur,
8 costs and attorneys' fees, that have been, are, and will be necessarily
9 expended for the prosecution of this action for the substantial benefit of
10 each class member.
- 11 d. Superiority: A class action is superior to other available methods for the
12 fair and efficient adjudication of this litigation because individual joinder
13 of all class members is impractical.
- 14 e. Public Policy Considerations: Certification of this lawsuit as a class action
15 will advance public policy objectives. Employers of this great state violate
16 employment and labor laws every day. Current employees are often afraid
17 to assert their rights out of fear of direct or indirect retaliation. However,
18 class actions provide the class members who are not named in the
19 complaint anonymity that allows for the vindication of their rights.

20 16. There are common questions of law and fact as to the class members that
21 predominate over questions affecting only individual members. The following common
22 questions of law or fact, among others, exist as to the members of the class:

- 23 a. Whether Defendants' failure to pay wages, without abatement or
24 reduction, in accordance with the California Labor Code, was willful;
- 25 b. Whether Defendants' had a corporate policy and practice of failing to pay
26 their hourly-paid or non-exempt employees within the State of California
27 for all hours worked and missed (short, late, interrupted, and/or missed
28 altogether) meal periods and rest breaks in violation of California law;

- 1 c. Whether Defendants required Plaintiffs and the other class members to
2 work over eight (8) hours per day and/or over forty (40) hours per week
3 and failed to pay the legally required overtime compensation to Plaintiffs
4 and the other class members;
- 5 d. Whether Defendants deprived Plaintiffs and the other class members of
6 meal and/or rest periods or required Plaintiffs and the other class members
7 to work during meal and/or rest periods without compensation;
- 8 e. Whether Defendants failed to pay minimum wages to Plaintiffs and the
9 other class members for all hours worked;
- 10 f. Whether Defendants failed to pay all wages due to Plaintiffs and the other
11 class members within the required time upon their discharge or
12 resignation;
- 13 g. Whether Defendants failed to timely pay all wages due to Plaintiffs and
14 the other class members during their employment;
- 15 h. Whether Defendants complied with wage reporting as required by the
16 California Labor Code; including, *inter alia*, section 226;
- 17 i. Whether Defendants kept complete and accurate payroll records as
18 required by the California Labor Code, including, *inter alia*, section
19 1174(d);
- 20 j. Whether Defendants failed to reimburse Plaintiffs and the other class
21 members for necessary business-related expenses and costs;
- 22 k. Whether Defendants' conduct was willful or reckless;
- 23 l. Whether Defendants engaged in unfair business practices in violation of
24 California Business & Professions Code section 17200, et seq.;
- 25 m. The appropriate amount of damages, restitution, and/or monetary penalties
26 resulting from Defendants' violation of California law; and
- 27 n. Whether Plaintiffs and the other class members are entitled to
28 compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

17. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Nevada.

18. Defendants, jointly and severally, employed Plaintiff TIFFANY BRITTON as an hourly-paid, non-exempt employee, from approximately November 2017 to approximately July 2019, in the State of California, County of Nevada.

19. Defendants, jointly and severally, employed Plaintiff KAYJHONNIE SMITH as an hourly-paid, non-exempt employee, from approximately August 2022 to approximately September 2022, in the State of California, County of Sacramento.

20. Defendants hired Plaintiffs and the other class members, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

21. Defendants had the authority to hire and terminate Plaintiffs and the other class members, to set work rules and conditions governing Plaintiffs' and the other class members' employment, and to supervise their daily employment activities.

22. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs' and the other class members' employment for them to be joint employers of Plaintiffs and the other class members.

23. Defendants directly hired and paid wages and benefits to Plaintiffs and the other class members.

24. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

25. Plaintiffs and the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

26. Plaintiffs are informed and believe, and based thereon alleges, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State of California. This pattern and practice involved, *inter alia*, failing

1 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
2 breaks in violation of California law.

3 ///

4 27. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
5 knew or should have known that Plaintiffs and the other class members were entitled to receive
6 certain wages for overtime compensation and that they were not receiving accurate overtime
7 compensation for all overtime hours worked.

8 28. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
9 failed to provide Plaintiffs and the other class members all required rest and meal periods during
10 the relevant time period as required under the Industrial Welfare Commission Wage Orders and
11 thus they are entitled to any and all applicable penalties.

12 29. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
13 knew or should have known that Plaintiffs and the other class members were entitled to receive
14 all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class
15 member's regular rate of pay when a meal period was missed, and they did not receive all meal
16 periods or payment of one additional hour of pay at Plaintiffs' and the other class member's
17 regular rate of pay when a meal period was missed.

18 30. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiffs and the other class members were entitled to receive
20 all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class
21 member's regular rate of pay when a rest period was missed, and they did not receive all rest
22 periods or payment of one additional hour of pay at Plaintiffs' and the other class members'
23 regular rate of pay when a rest period was missed.

24 31. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
25 knew or should have known that Plaintiffs and the other class members were entitled to receive
26 at least minimum wages for compensation and that they were not receiving at least minimum
27 wages for all hours worked.

28 32. Plaintiffs are informed and believe, and based thereon alleges, that Defendants

1 knew or should have known that Plaintiffs and the other class members were entitled to receive
2 all wages owed to them upon discharge or resignation, including overtime and minimum wages
3 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
4 them at the time of their discharge or resignation.

5 33. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
6 knew or should have known that Plaintiffs and the other class members were entitled to receive
7 all wages owed to them during their employment. Plaintiffs and the other class members did not
8 receive payment of all wages, including overtime and minimum wages and meal and rest period
9 premiums, within any time permissible under California Labor Code section 204.

10 34. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
11 knew or should have known that Plaintiffs and the other class members were entitled to receive
12 complete and accurate wage statements in accordance with California law, but, in fact, they did
13 not receive complete and accurate wage statements from Defendants. The deficiencies included,
14 *inter alia*, the failure to include the total number of hours worked by Plaintiffs and the other class
15 members.

16 35. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
17 knew or should have known that Defendants had to keep complete and accurate payroll records
18 for Plaintiffs and the other class members in accordance with California law, but, in fact, did not
19 keep complete and accurate payroll records.

20 36. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
21 knew or should have known that Plaintiffs and the other class members were entitled to
22 reimbursement for necessary business-related expenses.

23 37. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
24 knew or should have known that they had a duty to compensate Plaintiffs and the other class
25 members pursuant to California law, and that Defendants had the financial ability to pay such
26 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented
27 to Plaintiffs and the other class members that they were properly denied wages, all in order to
28 increase Defendants' profits.

1 38. During the relevant time period, Defendants failed to pay overtime wages to
2 Plaintiffs and the other class members for all overtime hours worked. Plaintiffs and the other
3 class members were required to work more than eight (8) hours per day and/or forty (40) hours
4 per week without overtime compensation for all overtime hours worked.

5 39. During the relevant time period, Defendants failed to provide all requisite
6 uninterrupted meal and rest periods to Plaintiffs and the other class members.

7 40. During the relevant time period, Defendants failed to pay Plaintiffs and the other
8 class members at least minimum wages for all hours worked.

9 41. During the relevant time period, Defendants failed to pay Plaintiffs and the other
10 class members all wages owed to them upon discharge or resignation.

11 42. During the relevant time period, Defendants failed to pay Plaintiffs and the other
12 class members all wages within any time permissible under California law, including, *inter alia*,
13 California Labor Code section 204.

14 43. During the relevant time period, Defendants failed to provide complete or
15 accurate wage statements to Plaintiffs and the other class members.

16 44. During the relevant time period, Defendants failed to keep complete or accurate
17 payroll records for Plaintiffs and the other class members.

18 45. During the relevant time period, Defendants failed to reimburse Plaintiffs and the
19 other class members for all necessary business-related expenses and costs.

20 46. During the relevant time period, Defendants failed to properly compensate
21 Plaintiffs and the other class members pursuant to California law in order to increase Defendants'
22 profits.

23 47. California Labor Code section 218 states that nothing in Article 1 of the Labor
24 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due
25 to him [or her] under this article."
26
27

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1 **FIRST CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 510 and 1198)**

3 **(Against MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC.**

4 **and DOES 1 through 100)**

5 48. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1
6 through 46, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 49. California Labor Code section 1198 and the applicable Industrial Welfare
9 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
10 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
11 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

12 50. Specifically, the applicable IWC Wage Order provides that Defendants are and
13 were required to pay Plaintiffs and the other class members employed by Defendants, and
14 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
15 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than
16 forty (40) hours in a workweek.

17 51. The applicable IWC Wage Order further provides that Defendants are and were
18 required to pay Plaintiffs and the other class members overtime compensation at a rate of two
19 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

20 52. California Labor Code section 510 codifies the right to overtime compensation at
21 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
22 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
23 work, and to overtime compensation at twice the regular hourly rate for hours worked in excess
24 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

25 53. During the relevant time period, Plaintiffs and the other class members worked in
26 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

27 54. During the relevant time period, Defendants intentionally and willfully failed to
28 pay overtime wages owed to Plaintiffs and the other class members.

1 55. From time to time, Defendants required Plaintiffs and other class members to
2 work without paying them for all the time they were under Defendants' control, including but
3 not limited to, undergoing pre-shift Covid-19 health screenings, completing paperwork and
4 training, and receiving and responding to work-related communications pre-shift and post-shift.
5 Defendants' policies and practices deprived Plaintiffs and other class members of all overtime
6 and double time wages owed for the off-the-clock work activities

7 56. Defendants' failure to pay Plaintiffs and the other class members the unpaid
8 balance of overtime compensation, as required by California laws, violates the provisions of
9 California Labor Code sections 510 and 1198, and is therefore unlawful.

10 57. Pursuant to California Labor Code section 1194, Plaintiffs and the other class
11 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
12 attorneys' fees.

13 **SECOND CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 226.7 and 512(a))**

15 **(Against MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC.**

16 **and DOES 1 through 100)**

17 58. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
18 through 55, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 59. At all relevant times, the IWC Order and California Labor Code sections 226.7
21 and 512(a) were applicable to Plaintiffs' and the other class members' employment by
22 Defendants.

23 60. At all relevant times, California Labor Code section 226.7 provides that no
24 employer shall require an employee to work during any meal or rest period mandated by an
25 applicable order of the California IWC.

26 61. At all relevant times, the applicable IWC Wage Order and California Labor Code
27 section 512(a) provide that an employer may not require, cause or permit an employee to work
28 for a work period of more than five (5) hours per day without providing the employee with a

1 meal period of not less than thirty (30) minutes, except that if the total work period per day of the
2 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
3 both the employer and employee.

4 62. At all relevant times, the applicable IWC Wage Order and California Labor Code
5 section 512(a) further provide that an employer may not require, cause or permit an employee to
6 work for a work period of more than ten (10) hours per day without providing the employee with
7 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total
8 hours worked is no more than twelve (12) hours, the second meal period may be waived by
9 mutual consent of the employer and the employee only if the first meal period was not waived.

10 63. During the relevant time period, Plaintiffs and the other class members who were
11 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
12 legally-mandated meal periods by mutual consent, were required to work for periods longer than
13 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
14 rest period.

15 64. During the relevant time period, Plaintiffs and the other class members who were
16 scheduled to work for a period of time in excess of six (6) hours were required to work for
17 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
18 (30) minutes and/or rest period.

19 65. During the relevant time period, Defendants intentionally and willfully required
20 Plaintiffs and the other class members to work during meal periods and failed to compensate
21 Plaintiffs and the other class members the full meal period premium for work performed during
22 meal periods.

23 66. During the relevant time period, Defendants failed to pay Plaintiffs and the other
24 class members the full meal period premium due pursuant to California Labor Code section
25 226.7.

26 67. Defendants' conduct violates applicable IWC Wage Order and California Labor
27 Code sections 226.7 and 512(a).

28 68. Pursuant to applicable IWC Wage Order and California Labor Code section

226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants 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.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC.

and DOES 1 through 100)

69. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 66, and each and every part thereof with the same force and effect as though fully set forth herein.

70. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by Defendants.

71. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

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

73. During the relevant time period, Defendants required Plaintiffs and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

74. During the relevant time period, Defendants willfully required Plaintiffs and the other class members to work during rest periods and failed to pay Plaintiffs and the other class members the full rest period premium for work performed during rest periods.

1 75. During the relevant time period, Defendants failed to pay Plaintiffs and the other
2 class members the full rest period premium due pursuant to California Labor Code section 226.7.

3 76. Defendants' conduct violates applicable IWC Wage Orders and California Labor
4 Code section 226.7.

5 77. Pursuant to the applicable IWC Wage Orders and California Labor Code section
6 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
7 additional hour of pay at the employees' regular hourly rate of compensation for each work day
8 that the rest period was not provided.

9 **FOURTH CAUSE OF ACTION**

10 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

11 **(Against MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC.**

12 **and DOES 1 through 100)**

13 78. Plaintiffs incorporates by reference the allegations contained in paragraphs 1
14 through 75, and each and every part thereof with the same force and effect as though fully set
15 forth herein.

16 79. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
17 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than
18 the minimum so fixed is unlawful.

19 80. During the relevant time period, Defendants failed to pay minimum wage to
20 Plaintiffs and the other class members as required, pursuant to California Labor Code sections
21 1194, 1197, and 1197.1.

22 81. From time to time, Defendants required Plaintiffs and other class members to
23 work without paying them for all the time they were under Defendants' control, including but
24 not limited to, undergoing pre-shift Covid-19 health screenings, completing paperwork and
25 training, and receiving and responding to work-related communications pre-shift and post-shift.
26 Defendants' policies and practices deprived Plaintiffs and other class members of all minimum
27 and regular wages owed for the off-the-clock work activities.

28 82. Defendants' failure to pay Plaintiffs and the other class members the minimum

1 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
2 those sections Plaintiffs and the other class members are entitled to recover the unpaid balance
3 of their minimum wage compensation as well as interest, costs, and attorney's fees, and
4 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

5 83. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class
6 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
7 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
8 minimum wages.

9 84. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class
10 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
11 unpaid and interest thereon.

12 **FIFTH CAUSE OF ACTION**

13 **(Violation of California Labor Code §§ 201 and 202)**

14 **(Against MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC.**

15 **and DOES 1 through 100)**

16 85. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
17 through 81, and each and every part thereof with the same force and effect as though fully set
18 forth herein.

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

25 87. During the relevant time period, Defendants intentionally and willfully failed to
26 pay Plaintiffs and the other class members who are no longer employed by Defendants their
27 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

28 88. Defendants' failure to pay Plaintiffs and the other class members who are no

1 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours
2 of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and
3 202.

4 89. California Labor Code section 203 provides that if an employer willfully fails to
5 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
6 continue as a penalty from the due date thereof at the same rate until paid or until an action is
7 commenced; but the wages shall not continue for more than thirty (30) days.

8 90. Plaintiffs and the other class members are entitled to recover from Defendants the
9 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
10 pursuant to California Labor Code section 203.

11 **SIXTH CAUSE OF ACTION**

12 **(Violation of California Labor Code § 204)**

13 **(Against MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC.**

14 **and DOES 1 through 100)**

15 91. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
16 through 87, and each and every part thereof with the same force and effect as though fully set
17 forth herein.

18 92. At all times herein set forth, California Labor Code section 204 provides that all
19 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
20 calendar month, other than those wages due upon termination of an employee, are due and
21 payable between the 16th and the 26th day of the month during which the labor was performed.

22 93. At all times herein set forth, California Labor Code section 204 provides that all
23 wages earned by any person in any employment between the 16th and the last day, inclusive, of
24 any calendar month, other than those wages due upon termination of an employee, are due and
25 payable between the 1st and the 10th day of the following month.

26 At all times herein set forth, California Labor Code section 204 provides that all wages earned
27 for labor in excess of the normal work period shall be paid no later than the payday for the next
28 regular payroll period.

94. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

95. Plaintiffs and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC.

and DOES 1 through 100)

96. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 93, and each and every part thereof with the same force and effect as though fully set forth herein.

97. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees 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, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

98. Defendants have intentionally and willfully failed to provide Plaintiffs and the other class members with complete and accurate wage statements. The deficiencies include, but

are not limited to: the failure to include the total number of hours worked by Plaintiffs and the other class members.

99. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs and the other class members have suffered injury and damage to their statutorily-protected rights.

100. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

101. Plaintiffs and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

102. Plaintiffs and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC.

and DOES 1 through 100)

103. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 100, and each and every part thereof with the same force and effect as though fully set forth herein.

104. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

105. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other class members.

106. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiffs and the other class members have suffered injury and damage to their statutorily-protected rights.

107. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC.

and DOES 1 through 100)

108. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 105, and each and every part thereof with the same force and effect as though fully set forth herein.

109. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

110. Plaintiffs and the other class members incurred necessary business-related expenses and costs, including but not limited to, for the use of their personal cell phones, that were not fully reimbursed by Defendants.

111. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs.

112. Plaintiffs and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their

1 employment, plus interest accrued from the date on which the employee incurred the necessary
2 expenditures at the same rate as judgments in civil actions in the State of California.

3 **TENTH CAUSE OF ACTION**

4 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

5 **(Against MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC.**

6 **and DOES 1 through 100)**

7 113. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
8 through 110, and each and every part thereof with the same force and effect as though fully set
9 forth herein.

10 114. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
11 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'
12 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest
13 within the meaning of Code of Civil Procedure section 1021.5.

14 115. Defendants' activities as alleged herein are violations of California law, and
15 constitute unlawful business acts and practices in violation of California Business & Professions
16 Code section 17200, et seq.

17 116. A violation of California Business & Professions Code section 17200, et seq. may
18 be predicated on the violation of any state or federal law. In this instant case, Defendants'
19 policies and practices of requiring employees, including Plaintiffs and the other class members,
20 to work overtime without paying them proper compensation violate California Labor Code
21 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees,
22 including Plaintiffs and the other class members, to work through their meal and rest periods
23 without paying them proper compensation violate California Labor Code sections 226.7 and
24 512(a). Defendants' policies and practices of failing to pay minimum wages violate California
25 Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of
26 failing to timely pay wages to Plaintiffs and the other class members violate California Labor
27 Code sections 201, 202 and 204. Defendants also violated California Labor Code sections
28 226(a), 1174(d), 2800 and 2802.

117. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

118. Plaintiffs and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

119. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiffs and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of other members of the general public similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as the representative of the Class;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

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

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

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

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;

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

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

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

18. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest

1 period was not provided;

2 19. For all actual, consequential, and incidental losses and damages, according to
3 proof;

4 20. For premium wages pursuant to California Labor Code section 226.7(c);

5 21. For pre-judgment interest on any unpaid wages from the date such amounts were
6 due; and

7 22. For such other and further relief as the Court may deem just and proper.

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

9 23. That the Court declare, adjudge and decree that Defendants violated California
10 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
11 Plaintiffs and the other class members;

12 24. For general unpaid wages and such general and special damages as may be
13 appropriate;

14 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
15 Plaintiffs and the other class members in the amount as may be established according to proof at
16 trial;

17 26. For pre-judgment interest on any unpaid compensation from the date such
18 amounts were due;

19 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
20 California Labor Code section 1194(a);

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

22 29. For such other and further relief as the Court may deem just and proper.

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

24 30. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
26 time of termination of the employment of Plaintiffs and the other class members no longer
27 employed by Defendants;

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

1 proof;

2 32. For statutory wage penalties pursuant to California Labor Code section 203 for
3 Plaintiffs and the other class members who have left Defendants' employ;

4 33. For pre-judgment interest on any unpaid compensation from the date such
5 amounts were due; and

6 34. For such other and further relief as the Court may deem just and proper.

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

8 35. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
10 by California Labor Code section 204 to Plaintiffs and the other class members;

11 36. For all actual, consequential, and incidental losses and damages, according to
12 proof;

13 37. For pre-judgment interest on any unpaid compensation from the date such
14 amounts were due; and

15 38. For such other and further relief as the Court may deem just and proper.

16 **As to the Seventh Cause of Action**

17 39. That the Court declare, adjudge and decree that Defendants violated the record
18 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
19 as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized
20 wage statements thereto;

21 40. For actual, consequential and incidental losses and damages, according to proof;

22 41. For statutory penalties pursuant to California Labor Code section 226(e);

23 42. For injunctive relief to ensure compliance with this section, pursuant to California
24 Labor Code section 226(h); and

25 43. For such other and further relief as the Court may deem just and proper.

26 **As to the Eighth Cause of Action**

27 44. That the Court declare, adjudge and decree that Defendants violated California
28 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records

for Plaintiffs and the other class members as required by California Labor Code section 1174(d);

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

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

54. For restitution of unpaid wages to Plaintiffs and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

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

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

1 California Code of Civil Procedure section 1021.5;

2 57. For injunctive relief to ensure compliance with this section, pursuant to California
3 Business and Professions Code sections 17200, et seq.; and

4 58. For such other and further relief as the Court may deem just and proper.

5 Dated: March 20, 2023

JCL LAW FIRM, APC

7 By: _____
8 Jean-Claude Lapuyade
9 *Attorneys for Plaintiffs*

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EXHIBIT