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ELECTRONICALLY FILED

Superior Court of California,

County of San Diego

12/15/2025 5:31:02 PM

Clerk of the Superior Court

By G. Rodriguez ,Deputy Clerk

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF SAN DIEGO**

10 MARIA GOMEZ, on behalf of the State of
11 California, as a private attorney general,

12
13 Plaintiff,

14 vs.

15 SOCIAL ADVOCATES FOR YOUTH, SAN
16 DIEGO, INC., a Corporation; and DOES 1
17 through 50, inclusive,

18 Defendants.
19
20
21

Case No. 25CU068199C

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 201, 202, 203, 204, 210, 226(a), 226.7,
510, 512, 558 (a)(1)(2), 1194, 1197,
1197.1, 1198, 2802, California Code of
Regulations, Title 8, Section 11040,
Subdivision 5(A)-(B), and the applicable
Wage Order(s).

1 Plaintiff Maria Gomez ("PLAINTIFF"), on behalf of the people of the State of
2 California and as an "aggrieved employee" acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, ("PAGA") only, alleges on
4 information and belief, except for her own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against defendant Social Advocates For Youth, San
8 Diego, Inc. (referred to as "DEFENDANT") seeking only to recover PAGA civil penalties on
9 behalf of all current and former aggrieved employees that worked for DEFENDANT.
10 PLAINTIFF does **not seek to recover anything other than penalties as permitted by**
11 **California Labor Code § 2699**. To the extent that statutory violations are mentioned for wage
12 violations, PLAINTIFF does not seek underlying general and/or special damages for those
13 violations, but simply the civil penalties permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
15 for PAGA penalties *only*, which is the precise and sole nature of this action.

16 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
17 DEFENDANT's violations under PAGA and solely for the relief as permitted by PAGA – that
18 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
19 complaint should be construed as attempting to obtain any relief that would not be available in
20 a PAGA-only action.

21 4. PLAINTIFF is not suing in her individual capacity; she is proceeding
22 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
23 Nothing in this complaint should be construed as PLAINTIFF suing in her individual capacity.

24 **THE PARTIES**

25 5. Social Advocates For Youth, San Diego, Inc. ("DEFENDANT") is a corporation
26 that at all relevant times mentioned herein conducted and continues to conduct substantial
27 business in California.
28

1 6. DEFENDANT provides social services to its clients in San Diego County.

2 7. PLAINTIFF was employed by DEFENDANT in California from March 20, 2024
3 to February 11, 2025. PLAINTIFF was at all times classified by DEFENDANT as a non-exempt
4 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
5 payment of minimum and overtime wages due for all time worked.

6 8. PLAINTIFF, and such persons that may be added from time to time who satisfy
7 the requirements and exhaust the administrative procedures under the Private Attorney General
8 Act, brings this Representative Action on behalf of the State of California with respect to all
9 individuals who are or previously were employed by DEFENDANT in California, including any
10 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees
11 (“AGGRIEVED EMPLOYEES”) during the time period of September 12, 2024 until a date as
12 determined by the Court (the "PAGA PERIOD").

13 9. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
14 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
15 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT’s
16 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558
17 (a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
18 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the foregoing,
19 PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the
20 meaning of Labor Code § 2699.

21 10. The true names and capacities, whether individual, corporate, subsidiary,
22 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
23 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
24 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
25 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
26 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
27 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
28

1 50, inclusive, are responsible in some manner for one or more of the events and happenings
2 that proximately caused the injuries and damages hereinafter alleged.

3 11. The agents, servants and/or employees of the Defendants and each of them
4 acting on behalf of the Defendants acted within the course and scope of his, her or its
5 authority as the agent, servant and/or employee of the Defendants, and personally
6 participated in the conduct alleged herein on behalf of the Defendants with respect to the
7 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
8 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
9 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
10 conduct of the Defendants' agents, servants and/or employees.

11 12 THE CONDUCT

13 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
14 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
15 worked, meaning the time during which an employee is subject to the control of an
16 employer, including all the time the employee is suffered or permitted to work.
17 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
18 paying them for all the time they are under DEFENDANT's control. Among other things,
19 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
20 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
21 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
22 break. DEFENDANT, as a matter of established company policy and procedure,
23 administers a uniform practice of rounding the actual time worked and recorded by
24 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
25 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
26 EMPLOYEES are paid less than they would have been paid had they been paid for actual
27 recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED
28 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal

1 breaks by working without their time being correctly recorded and without compensation at
2 the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the
3 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business
4 records.

5 13. As a result of their rigorous work schedules, PLAINTIFF and the
6 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
7 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
8 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
9 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
10 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
11 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
12 which these employees were required by DEFENDANT to work ten (10) hours of work.
13 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
14 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
15 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
16 and in accordance with DEFENDANT's corporate policy and practice.

17 14. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
18 EMPLOYEES were also required from time to time to work in excess of four (4) hours
19 without being provided ten (10) minute rest periods. Further, these employees were denied
20 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
21 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
22 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
23 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
24 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
25 also not provided with one hour wages in lieu thereof. Additionally, the applicable
26 California Wage Order requires employers to provide employees with off-duty rest periods,
27 which the California Supreme Court defined as time during which an employee is relieved
28 from all work related duties and free from employer control. In so doing, the Court held that

1 the requirement under California law that employers authorize and permit all employees to
2 take rest period means that employers must relieve employees of all duties and relinquish
3 control over how employees spend their time which includes control over the locations
4 where employees may take their rest period. Employers cannot impose controls that prohibit
5 an employee from taking a brief walk - five minutes out, five minutes back. Here,
6 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
7 unconstrained walks and is unlawful based on DEFENDANT's rule which states
8 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
9 their rest period.

10 15. During the PAGA PERIOD, DEFENDANT failed to accurately record and
11 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
12 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
13 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
14 all time worked, meaning the time during which an employee was subject to the control of
15 an employer, including all the time the employee was permitted or suffered to permit this
16 work. DEFENDANT required these employees to work off the clock without paying them
17 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
18 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
19 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
20 EMPLOYEES forfeited time worked by working without their time being accurately
21 recorded and without compensation at the applicable minimum wage and overtime wage
22 rates. To the extent that the time worked off the clock does not qualify for overtime
23 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
24 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

25 16. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
26 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
27 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
28 provides that every employer shall furnish each of his or her employees with an accurate

1 itemized wage statement in writing showing, among other things, gross wages earned and all
2 applicable hourly rates in effect during the pay period and the corresponding amount of time
3 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
4 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
5 during the pay period and the total hours worked, and the applicable pay period in which the
6 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
7 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
8 identify such information. More specifically, the wage statements failed to identify the
9 accurate total hours worked each pay period. When the hours shown on the wage statements
10 were added up, they did not equal the actual total hours worked during the pay period in
11 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
12 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
13 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
14 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
15 statements which violated Cal. Lab. Code § 226.

16 17. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
17 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
18 the wages are paid not more than seven (7) calendar days following the close of the payroll
19 period. Cal. Lab. Code § 210 provides:

20 in [I]n addition to, and entirely independent and apart from, any other penalty provided
21 this article, every person who fails to pay the wages of each employee as provided in
22 Sections. . . .204. . . shall be subject to a civil penalty as follows: (1) For any initial
23 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

24 18. DEFENDANT from time to time failed to pay PLAINTIFF and the
25 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
26 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
27 wage payments.
28

1 19. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
2 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
3 penalties pursuant to Cal. Lab. Code Section 203.

4 20. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
5 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
6 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
7 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
8 2802, employers are required to indemnify employees for all expenses incurred in the course
9 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
10 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
11 employee in direct consequence of the discharge of his or her duties, or of his or her
12 obedience to the directions of the employer, even though unlawful, unless the employee, at
13 the time of obeying the directions, believed them to be unlawful."

14 21. In the course of their employment PLAINTIFF and the AGGRIEVED
15 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
16 personal cellular phones as a result of and in furtherance of their job duties as employees for
17 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
18 associated with the use of their personal cellular phones for DEFENDANT's benefit.
19 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
20 DEFENDANT to use their personal cellular phones. As a result, in the course of their
21 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
22 incurred unreimbursed business expenses which included, but were not limited to, costs
23 related to the use of their personal cellular phones and home offices all on behalf of and for
24 the benefit of DEFENDANT.

25 22. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
26 terminated and DEFENDANT has not tendered payment of all wages owed as required by
27 law.
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1 Attorney General Act, brings this Representative Action on behalf of the State of California
2 with respect to all individuals who are or previously were employed by DEFENDANT in
3 California, including any employees staffed with DEFENDANT by a third party, and
4 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
5 period of September 12, 2024 until a date as determined by the Court (the "PAGA
6 PERIOD").

7 28. On September 12, 2025, PLAINTIFF gave written notice by electronic mail to
8 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
9 employer of the specific provisions of this code alleged to have been violated as required by
10 Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference
11 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
12 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
13 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
14 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

15 29. The policies, acts and practices heretofore described were and are an unlawful
16 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
17 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
18 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
19 (d) failed to pay overtime wages, (e) failed to reimburse employees for required expenses,
20 and (f) failed to provide wages when due, all in violation of the applicable Labor Code
21 sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558
22 (a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
23 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby gives rise to
24 civil penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery of only civil
25 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
26 representative of the State of California for the illegal conduct perpetrated on PLAINTIFF

27
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

1 and the AGGRIEVED EMPLOYEES.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
4 severally, as follows:

5 1. On behalf of the State of California and with respect to all AGGRIEVED
6 EMPLOYEES:

7 A) Recovery of civil penalties as prescribed by the Labor Code Private
8 Attorneys General Act of 2004; and,

9 B) An award of attorneys' fees and cost of suit, as allowable under the
10 law, including, but not limited to, pursuant to Labor Code §2699.

11 Dated: December 15, 2025 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
12 LLP

13
14 By: /s/ Norman Blumenthal
15 Norman B. Blumenthal
16 Kyle R. Nordrehaug
17 Nicholas J. De Blouw
18 *Attorneys for Plaintiff*
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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS E-MAIL:

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WRITERS EXT:

1004

September 12, 2025

CA3711

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Social Advocates For Youth, San Diego, Inc.
Certified Mail #9589071052700057735563
Jane Drover
4775 Viewridge Avenue
San Diego, CA 92123

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558 (a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Maria Gomez (“Plaintiff”) and all other Aggrieved Employees of Social Advocates of Youth, San Diego, Inc. (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Social Advocates of Youth, San Diego, Inc. in California, including any employees staffed with Social Advocates of Youth, San Diego, Inc. by a third party, and classified as non-exempt employees during the time period of September 12, 2024 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in San Diego, California from March 20, 2024 to February 11, 2025.

Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff was employed by Defendant as a Youth Leader assigned at the Washington PrimeTime location and reporting to Defendant’s Site Supervisor, Amelia Rhinehart. Plaintiff’s job duties included, but were not limited to, participating with and

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watching children in numerous outdoor activities including physical fitness, sports, arts, and other academic projects, assisting with program implementation and planning, responding to any emergency situations with children, preparing and providing daily snacks for children, and performing daily attendance tasks.

From time to time during the PAGA Period, Plaintiff was unable to take a meal period prior to her fifth (5th) hour of work and also was not afforded all her timely legally required off duty rest periods as a result of the job tasks she completed on a daily basis. There were times Plaintiff would be interrupted during her meal breaks for urgent work tasks in violation of Cal. Labor Codes Section 510, 1194, 1197 & 11971.1. For example, on September 20, 2024, Plaintiff was unable to take her meal period prior to her fifth (5th) hour of work (she clocked in at 6:33a.m. and was not afforded her meal break until 12:00p.m.) according to Defendant's time records. There were also times where Plaintiff's rest breaks were interrupted by other co-workers asking her to monitor another group of children or to assist children with various assignments or tasks. Further, Defendant never paid Plaintiff a single meal or rest break premium during her employment in the PAGA Period in violation of Cal. Labor Codes Section 226.7, 512 & 1198.

Further, pursuant to Labor Code § 204 and § 210, Defendant failed to timely pay Plaintiff and other Aggrieved Employees with their meal and rest break premiums, overtime, and minimum wages as described above.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). For example, Defendant paid Plaintiff a "Retro" wage payment during the PAGA Period but failed to list the associated time worked and rate at which the "Retro" wage payment was earned in violation of Cal. Lab. Code Section 226(a)(2). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper wages earned. Defendant failed to include all hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Plaintiff was also not reimbursed for business related expenses that she incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, there were many instances where she had to use her personal cell phone. Plaintiff used her personal cell phone to communicate with her supervisors and other employees regarding the students. Yet, Plaintiff was not reimbursed for the reasonable expenses incurred on her cell phone.

Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation

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of employment (such as Plaintiff when she left employment with Defendant on February 11, 2025). As such, Defendant also failed to pay the waiting time penalties owed to Plaintiff as a result of the wages she was owed and not paid when Defendant terminated her employment.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.