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*Attorneys for Plaintiffs, all other similarly situated
and typical individuals, and the general public*

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

GERMAINE SCOTT and SPYNSIR
TUCKER, for themselves, all other similarly-
situated individuals, and the general public,

Plaintiffs,

v.

FIRST STUDENT, INC.,

Defendant.

Case No.:

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT, CCP § 382**

- 1) Rest Period Violations under the California Labor Code;
- 2) Failure to Pay Minimum Wages in Violation of the California Labor Code;

ELECTRONICALLY
FILED

Superior Court of California,
County of San Francisco

07/28/2022
Clerk of the Court

BY: KAREN VALDES
Deputy Clerk

CGC-22-600961

- 3) Failure to Provide Accurate Wage Statements in Violation of the California Labor Code;
- 4) Failure to Timely Pay All Wages Due and Owing in Violation of the California Labor Code;
- 5) Unfair Business Practices; and
- 6) Private Attorneys General Act Violations

JURY TRIAL DEMANDED

1. Plaintiffs GERMAINE SCOTT and SPYNSIR TUCKER (“Plaintiffs”), for themselves, all other similarly-situated and typical persons, and for the general public, hereby make the following allegations against FIRST STUDENT, INC. (“First Student” or “Defendant”) concerning their acts and status upon actual knowledge and concerning all other matters upon information, belief and the investigation of their counsel, with each allegation being likely to have evidentiary support after a reasonable opportunity for further investigation and discovery:

NATURE OF THE ACTION

2. First Student is a company that employs School Bus Drivers to provide student transportation services to schools around the country. Defendant typically assigns its Drivers to work a split-shift schedule that includes a morning route (driving an assigned route to pick-up children at their homes and take them to school), a split-shift break (free time in which Drivers have no work-related responsibilities and are not paid any wages) and an afternoon route (picking-up children from school and driving an assigned route to take them home).

3. Plaintiffs are former First Student School Bus Drivers who bring this action to redress common policies and practices that violate the California Labor Law and the California Business and Professions Code by: (1) requiring First Student Drivers to engage in work-related activities before clocking-in for their morning route and after clocking-out of their afternoon route and failing to pay Drivers any wages for this work; and (2) failing to offer or provide First Student Drivers rest breaks during their workday.

JURISDICTION AND VENUE

4. The Superior Court of the State of California, for the County of San Francisco, has original jurisdiction over the state law claims alleged herein pursuant to the California Constitution.

5. Venue is proper in this Court because the Named Plaintiffs performed work for Defendant in this judicial District.

PARTIES

6. Plaintiff Germaine Scott is an individual who resides in Alameda, California and worked as an hourly-paid First Student School Bus Driver from a depot located in San Francisco, California from approximately August 2001 to June 2021. Plaintiff is personally familiar with, and has been personally affected by, the policies and practices described in this Complaint as a result of his employment with Defendant.

7. Plaintiff Spynsir Tucker is an individual who resides in San Francisco, California and worked as an hourly-paid First Student School Bus Driver from a depot located in San Francisco, California from approximately July 2017 to July 2021. Plaintiff is personally familiar with, and has been personally affected by, the policies and practices described in this Complaint as a result of her employment with Defendant.

8. First Student is a Delaware Corporation based in Cincinnati, Ohio.¹ First Student is “the largest student transportation service provider in North America, providing over 900 million student journeys a year to approximately 1,000 school districts.”² Throughout the relevant period, First Student has owned and exercised operational control over all significant business functions relating to Plaintiffs and all of its Drivers, including: setting and implementing the compensation, hours of work, scheduling and timekeeping policies and practices at issue in this matter, providing training on these policies and practices, scheduling their school bus and charter work, tracking their work time and setting and paying their wages.

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¹ See <https://firststudentinc.com/about-us/> (accessed June 23, 2022).

² See EQT Infrastructure to acquire First Student and First Transit, the market leading providers of essential North American transportation services, for USD 4.6bn (Apr. 23, 2021), <https://www.prnewswire.com/news-releases/eqt-infrastructure-to-acquire-first-student-and-first-transit-the-market-leading-providers-of-essential-north-american-transportation-services-for-usd-4-6bn-301275719.html> (accessed June 23, 2022).

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10. Defendant maintains common compensation, hours of work, scheduling and timekeeping policies and procedures for its hourly School Bus Drivers, who are typically assigned to work approximately 30-35 hours each week, meaning that the unpaid pre-shift and post-shift work sought in this action is owed at a straight-time rate, or at the very least a minimum wage rate.

- a. Require all Drivers to perform all necessary safety checks and risk assessments in their work area before they do any work;
- b. Require all Drivers to keep their work area clean and tidy at all times;
- c. Require all Drivers to properly care for all equipment;
- d. Require all Drivers to report and record all hours worked each workday by the end of their next scheduled shift;
- e. Prohibit Drivers from editing their time records for any purpose other than to correct a mistake;
- f. Prohibit First Student employees from instructing or encouraging Drivers to work off the clock, but do not prohibit Drivers from working off the clock;
- g. Require all Drivers to arrive at work on time for each scheduled workday and provide that even one instance of tardiness may be considered excessive; and
- h. Impose a threat of disciplinary action up to, and including, termination for any violation of these policies.

| | | |
|-------------------------------------|-------|------------------|
| <i>Scott v. First Student, Inc.</i> | - 3 - | COMPLAINT |
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Unpaid Pre-Shift Work

12. First Student assigns its Drivers a route start-time each day (*i.e.*, 6:30 a.m.) that represents the time they are expected to drive their vehicle out of their depot to begin their morning route. If a Driver does not drive his or her vehicle out of their depot by their scheduled route start-time, they are marked late and subject to progressive discipline up to, and including, termination.

13. To begin their morning route on time, First Student Drivers must arrive at their depot at least 20-30 minutes early to perform work-related activities that include: walking from the parking lot to the dispatch office, waiting in line with other Drivers to receive their vehicle assignment and keys, walking back from the dispatch office to the parking lot to find their assigned vehicle, opening and warming-up their bus, starting-up their Zonar Systems Fleet Management tracking device (“Zonar”), using the Zonar Logs function to record their daily start-time for payroll purposes, and pulling their vehicle out of the depot to begin their route.

14. Following this required procedure causes Defendant’s Drivers to routinely record daily start-times that are at least 20-30 minutes after the time they actually started working each day, meaning that Defendant does not track – or pay its Drivers to perform – approximately 1.7 to 2.5 hours of pre-shift work each week.³

15. Defendant knows its Drivers are performing unpaid pre-shift work, because it: sets Drivers’ scheduled start-times, sets Drivers’ pre-trip routine, including all tasks to be done, interacts with Drivers during their pre-trip routine, and trains Drivers that they may only log-in using their Zonar device after completing their daily pre-trip routine and immediately before pulling out of the parking lot to begin their route.

16. Throughout their employment, Plaintiffs have spoken to other First Student Drivers about performing unpaid pre-shift work. Based on these discussions, Plaintiffs have learned that Defendant’s failure to track time and pay wages for pre-shift work is a significant problem about which Drivers routinely complain, both among each other and to management.

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³ For a period of time, Defendant instituted a policy to pay Drivers for 10 minutes of pre-trip and/or post-trip work performed each day, but the policy was inconsistently applied and eventually abandoned.

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Unpaid Post-Shift Work

17. As soon as they return their vehicle to the depot at the end of their route, First Student Drivers park their vehicle, turn off their vehicle, record their mileage, and use the Zonar Logs function to record their daily end-time for payroll purposes.

18. After Defendant's Drivers are "off-the-clock" for payroll purposes, they are required to perform additional work-related activities that include: refilling their vehicle with gas, completing a post-trip inspection of their vehicle, shutting down and securing their Zonar device, walking from their parking space to the dispatch office, waiting in line to turn-in their keys and paperwork, turning-in their keys and any required paperwork (including seating charts, exception sheets, incident reports, disciplinary/infraction reports, and child behavior reports) to the dispatcher, and addressing any work-related issues their manager may raise.

19. Following this required procedure causes Defendant's Drivers to record daily end-times that are at least 15-30 minutes before the time they actually finish working each day meaning that Defendant does not track – or pay its Drivers to perform – roughly 1.25 to 2.5 hours of post-shift work each week.

20. Defendant knows its Drivers are performing unpaid post-shift work, because it: sets Drivers' post-trip routine, including all tasks to be done, interacts with Drivers during their post-trip routine, and trains Drivers that they must log-out using their Zonar device immediately after completing their daily post-trip routine on the bus, but before they leave the vehicle to complete the rest of their required work.

21. Throughout their employment, Plaintiffs have spoken to other First Student Drivers about performing unpaid post-shift work. Based on these discussions, Plaintiffs have learned that Defendant's failure to track time and pay wages for post-shift work is a significant problem about which Drivers routinely complain, both among each other and to management.

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Failure to Provide Rest Breaks

22. Defendant schedules Drivers to work a split-shift schedule consisting of a morning route lasting a minimum of 3 hours and an afternoon route lasting a minimum of 3 hours. Routes

1 would often take longer to complete than scheduled because of traffic, road conditions, student
2 behavioral or health issues, or bus maintenance problems.

3 23. Defendant does not offer or provide Drivers with a rest break of any length during
4 either their morning route or their afternoon route and, in fact, requires Drivers to work continually
5 through these routes with no rest breaks.

6 **CALIFORNIA CLASS ACTION ALLEGATIONS**

7 24. Plaintiffs re-allege and incorporate by this reference all the paragraphs above in this
8 Complaint as though fully set forth herein.

9 25. Plaintiffs bring this action for themselves and, under California Code of Civil
10 Procedure § 382, as a class action on behalf of the following similarly situated and typical persons:

11 All California residents who have worked as a First Student School
12 Bus Driver at any time within four (4) years from the date of filing
13 this Complaint through the date of any judgment entered in this
action (the "Class").

14 26. The Class may be further subdivided into the following sub-classes of similarly-
15 situated and typical individuals based upon the divergent statute of limitations period for various
16 claims asserted herein (collectively "the Sub-Classes" or "Sub-Class Members"):

17 Itemized Wage Statement Subclass: All Class members who were
18 employed at any time during the relevant time period alleged herein.

19 Waiting Time Penalties Subclass: All Class members who are
20 former employees and who were employed at any time during the
relevant time period alleged herein.

21 27. Plaintiffs reserve the right to revise these definitions or propose any further
22 appropriate sub-class(es) as needed in response to any facts learned through discovery, legal
23 arguments advanced by Defendant, or otherwise.

24 28. Class treatment is appropriate in this action because:

25 a. The Class is Sufficiently Numerous: Defendant has employed hundreds of
26 people as School Bus Drivers in California during the relevant time period. Because Defendant
27 must keep accurate payroll records for all of these employees, these records will permit
28 identification of the Class members and demonstrate their numerosity. Moreover, the common

1 disposition of all Class members' claims by way of a class action will provide substantial benefits,
2 economies and savings to the parties and the court.

3 b. Common Questions of Law and Fact Exist: Common questions of law and
4 and fact exist and predominate as to Plaintiffs and the Class members, including: whether
5 Defendant maintains common policies and practices of not offering and/or providing periods of
6 rest to its Drivers; whether Defendant maintains common policies and practices that do not allow
7 its Drivers to accurately record all of their pre- and post-shift work time; and whether Defendant
8 has knowingly failed to pay its Drivers all wages owed for the work they have actually performed.
9 The legality of Defendant's policies and practices will be determined by applying generally
10 applicable legal principles to common evidence.

11 c. Plaintiffs' Claims are Typical of Those Belonging to the Class Members:
12 Plaintiffs worked for the same employer as the other Class members, held the same job as the other
13 Class members, performed the same work as the other Class members, worked the same schedule
14 as the other Class members, and were governed by the same policies and practices as the other
15 Class members. As such, Plaintiffs do not have any interests that conflict with the interests of the
16 other Class members.

17 d. Plaintiffs Are Adequate Class Representatives: Plaintiffs will fairly and
18 adequately protect and represent the interests of the Class because they are members of the Class,
19 have issues of law and fact in common with the Class members, have interests that are not
20 antagonistic to the Class members, are committed to the vigorous prosecution of this lawsuit and
21 have retained counsel who are competent and experienced in the litigation of complex class action
22 matters.

23 e. Predominance and Superiority: Class claims predominate, and a class
24 action is superior to other available means for the fair and efficient adjudication of the
25 controversies presented in this action, because Plaintiffs and the Class members have been harmed,
26 and are entitled to pursue recovery of their damages, by reason of Defendant's common, illegal
27 course of conduct. The relatively low value of the claims presented here will not result in the
28 prosecution of individual claims by the majority of Class members and, even if this occurred, the

1 prosecution of individual claims would tend to establish inconsistent standards of conduct for
2 Defendant and result in the impairment of Class members' rights and the disposition of their
3 interests through separate actions.

4 **FIRST CAUSE OF ACTION**

5 **Rest Period Violations under the California Labor Code**

6 **(On Behalf of Plaintiffs and All Class Members)**

7 29. Plaintiffs re-allege and incorporate by reference the allegations contained in the
8 preceding paragraphs as though fully set forth herein.

9 30. Under California law, rest periods are considered hours worked for which
10 compensation must issue.

11 31. California Labor Code § 226.7(b) provides: "An employer shall not require an
12 employee to work during a ... rest or recovery period mandated pursuant to an applicable statute,
13 or ... order of the [Industrial Welfare Commission]."

14 32. California Labor Code § 226.7(c) provides: "If an employer fails to provide an
15 employee a ... rest or recovery period in accordance with a state law ... the employer shall pay the
16 employee one additional hour of pay at the employee's regular rate of compensation for each
17 workday that the ... rest or recovery period is not provided."

18 33. Wage Order No. 9 provides: "Every employer shall authorize and permit all
19 employees to take rest periods, which insofar as practicable shall be in the middle of each work
20 period. The authorized rest period time shall be based on ***the total hours worked daily*** at the rate
21 of ten (10) minutes net rest time per four (4) hours or major fraction thereof." IWC Wage Order 9-
22 2001, § 12 (emphasis added); Cal. Code Regs., 8 § 11090(12)(A). Like Section 226.7(c), Wage
23 Order No. 9 further requires an employer who fails to provide an employee a rest period in
24 accordance with the wage order's provisions to pay the employee one hour of pay at the employee's
25 regular rate of compensation for each workday the employer did not provide the employee with the
26 rest period. Cal. Code Regs., 8 § 11090(12)(B). The "regular rate of compensation" means the
27 employee's "regular rate of pay." *Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021).
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1 34. The number of required rest breaks depends upon the total daily hours worked, as
2 set forth below:

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| Hours Worked | Number of 10 Minute Rest Breaks |
|------------------|---------------------------------|
| 0 to 3:29 hours | 0 |
| 3:30 to 6 hours | 1 |
| 6:01 to 10 hours | 2 |

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9 35. Defendant scheduled Plaintiffs and the Class members to work a split-shift schedule
10 consisting of a morning route lasting a minimum of 3 hours and an afternoon route lasting a
11 minimum of 3 hours, in addition to requiring Plaintiffs and the Class members to perform roughly
12 35-60 minutes of “off-the-clock” pre-shift and post-shift work each day. Therefore, Plaintiffs and
13 members of the class regularly worked in excess of six (6) hours per workday and were legally
14 required to receive two (2) 10-minute paid rest breaks.

15 36. Defendant did not offer or provide Plaintiffs or the Class members with a rest break
16 of any length during either their morning route or their afternoon route and, in fact, required
17 Plaintiffs and the Class members to work continually through these routes with no rest break.

18 37. As a result of Defendant’s failure to offer and/or provide Plaintiffs and members of
19 the Class any rest breaks during their employment, Defendant has violated California Labor Code
20 § 226.7(b)-(c) and Wage Order No. 9, Plaintiffs and the Class members seek to recover the unpaid
21 wages of two (2) 10-minute paid rest break hours worked at their regular rate of pay for every
22 workday they worked in excess of six (6) hours, plus a penalty of one hour’s pay for each workday
23 they were denied a rest period, together with plus attorney’s fees, costs and interest.

24 **SECOND CAUSE OF ACTION**

25 **Failure to Pay Minimum Wages in Violation of the California Labor Code**

26 **(On Behalf of Plaintiffs and All Class Members)**

27 38. Plaintiffs re-allege and incorporate by reference the allegations contained in the
28 preceding paragraphs as though fully set forth herein.

39. California Labor Code § 1194 provides that “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

40. California Labor Code § 1197 empowers the Industrial Welfare Commission to fix the minimum wage and states that “the payment of a less wage than the minimum so fixed is unlawful.”

41. Section 4 of Wage Order No. 9 requires Defendant to pay its employees minimum wages for all hours worked.

42. Because Defendant failed to pay Plaintiffs and Class members any wages for the approximately 1.7 to 2.5 hours of “off-the-clock” pre-shift work they performed each week and the approximately 1.25 to 2.5 hours of “off-the-clock” post-shift work they performed each week, Defendant failed to provide Plaintiffs and Class members with the required minimum wage for these hours.

43. For Defendant's violation of California Labor Code §§ 1194 and 1197, Plaintiffs and the Class members seek their full minimum unpaid wages and civil penalties under Labor Code § 1197.1 and § 2699 including \$100 for the first minimum wage violation and \$250 for each subsequent minimum wage violation plus civil penalties under Labor Code § 558 including \$50 for the first minimum wage violation and \$100 for each subsequent minimum wage violation and liquidated damages under Labor Code § 1194.2(a) in an amount equal to their withheld wages plus interest.

THIRD CAUSE OF ACTION

Failure to Provide Accurate Wage Statements in Violation of the California Labor Code

(On Behalf of Plaintiffs and All Itemized Wage Statement Sub-Class Members)

44. California Labor Code § 226(a) requires employers to provide every employee with an accurate, itemized, written statement showing, among other things, the total hours each employee has worked in each pay period and the number of hours worked at each hourly rate.

45. Defendant did not provide Plaintiffs or the Class members with a wage statement meeting the requirements of California Labor Code § 226(a), because it knowingly and intentionally maintained common policies and practices that prevented Plaintiffs and the Class members from tracking or recording any of the time they worked before their morning shift or after their afternoon shift for payroll purposes and failed to provide them with legally compliant rest breaks.

46. Defendant did not provide Plaintiffs or the Class members with a wage statement meeting the requirements of California Labor Code § 226(a), because it knowingly and intentionally provided Plaintiffs and the Class members with common training that led them not to track or record any of the time they worked before their morning shift or after their afternoon shift for payroll purposes and failed to provide them with legally compliant rest breaks.

47. Defendant's knowing and intentional failure to comply with California Labor Code § 226(a) resulted in the production of wage statements that did not include all of the hours Plaintiffs and the Class members actually worked, the rates of pay owed for those hours, or the rest breaks they were denied. These omissions prevented Plaintiffs and the Class members from knowing the total number of hours they actually worked each week, calculating the value of their correct wage payments, or pursuing recovery of the total wages and premium payments they should have earned.

48. For Defendant's violation of California Labor Code § 226(a), Plaintiffs and the Class members seek injunctive relief requiring Defendant to provide legally-compliant wage statements, statutory damages of \$50 per employee for the initial violation and \$100 per employee for each subsequent violation under Labor Code § 226(e) and civil penalties of \$250 per employee per violation under Labor Code § 226.3.

FOURTH CAUSE OF ACTION

Failure to Timely Pay All Wages Due and Owing in Violation of the California Labor Code

(On Behalf of Plaintiffs and All Waiting Time Penalties Sub-Class Members)

49. Plaintiffs re-allege and incorporate by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

1 50. California Labor Code § 201(a) provides that, upon discharging an employee, the
2 employer must immediately pay that (former) employee all wages earned and unpaid at the time of
3 discharge.

4 51. California Labor Code § 202(a) provides that, when an employee quits their
5 position, all wages earned and unpaid must be paid within 72 hours.

6 52. Defendant did not provide Plaintiffs or the Class members who are their former
7 employees with separation wages as required by California Labor Code § 201(a) or § 202(a),
8 because it knowingly and intentionally maintained common policies and practices that prevented
9 Plaintiffs and the Class members from tracking or recording any of the time they worked before
10 their morning shift or after their afternoon shift for payroll purposes, so did not pay – and still have
11 not paid – any wages to any employee for this work, nor have they compensated Plaintiffs and the
12 Class members wages or the premium payments for missed rest periods.

13 53. Defendant did not provide Plaintiffs or any of the Class members who are their
14 former employees with separation wages as required by California Labor Code § 201(a) or § 202(a),
15 because it knowingly and intentionally provided Plaintiffs and the Class members with common
16 training that led them not to track or record any of the time they worked before their morning shift
17 or after their afternoon shift for payroll purposes, so did not pay – and still have not paid – any
18 wages to any employee for this work.

19 54. Defendant's knowing and intentional failure to comply with California Labor Code
20 § 201(a) and § 202(a) has caused the Class members who are their former employees not to be
21 timely paid the separation wages owed to them.

22 55. For Defendant's violation of California Labor Code § 201(a) and § 202(a), Plaintiffs
23 and the Class members who no longer work for Defendant each seek statutory damages measured
24 by 30 days'-worth of wages under Labor Code § 203(a).

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1 **FIFTH CAUSE OF ACTION**

2 **Unfair Business Practices**

3 **(On Behalf of Plaintiffs and All Class Members)**

4 56. Plaintiffs re-allege and incorporate by reference the allegations contained in the
5 preceding paragraphs as though fully set forth herein.

6 57. The Unfair Competition Law generally prohibits: “any unlawful, unfair or
7 fraudulent business act or practice.” Bus. & Prof. Code § 17200. “Any business act or practice that
8 violates the Labor Code through failure to pay wages is, by definition, an unfair business practice.”
9 *Cortez v. Purolator Air Filtration Prods. Co.*, 23 Cal. 4th 163, 178 (2000).

10 58. Earned wages and rest period premiums that are due and payable under the Labor
11 Code are recoverable as restitution under the UCL not only because those wages are property
12 belonging to the employee that have been unwillingly surrendered as the result of an unfair business
13 practice, but also because Defendant’s failure to pay those wages unfairly decreased its labor costs
14 and provided it with an unfair advantage in competing with other companies that pay their
15 employees all earned wages in accordance with the Labor Code.

16 59. Defendant violated the Labor Code, and thereby the UCL, by knowingly and
17 intentionally maintaining common policies and practices that prevented Plaintiffs and the Class
18 members from tracking or recording any of the time they worked before their morning shift or after
19 their afternoon shift for payroll purposes so did not pay any wages for this work.

20 60. Defendant also violated the Labor Code, and thereby the UCL, by knowingly and
21 intentionally maintaining common policies and practices that failed to offer or provide Plaintiffs
22 and the Class members with legally compliant rest breaks.

23 61. As a result, Plaintiffs and Class members seek injunctive relief requiring Defendant
24 to cease the business practices described in this Complaint and seek restitution of all wages owed
25 for the unpaid pre-shift and post-shift work, all their rest break wages, and all rest break premium
26 payments that are owed to Plaintiffs and the Class members. *Clark v. Superior Court*, 50 Cal. 4th
27 605, 610 (2010).

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1 **SIXTH CAUSE OF ACTION**

2 **Private Attorneys General Act Violation**

3 **(On Behalf of Plaintiffs, Aggrieved Employees and the State of California)**

4 62. Plaintiffs re-allege and incorporate by reference the allegations contained in the
5 preceding paragraphs as though fully set forth herein.

6 63. Labor Code § 2699(a) states:

7 Notwithstanding any other provision of law, any provision of this
8 code that provides for a civil penalty to be assessed and collected by
9 the Labor and Workforce Development Agency or any of its
10 departments, divisions, commissions, boards, agencies, or
11 employees, for a violation of this code, may, as an alternative, be
12 recovered through a civil action brought by an aggrieved employee
13 on behalf of himself or herself and other current or former employees
14 pursuant to the procedures specified in Section 2699.3.

15 64. Plaintiffs and all Class members who were employed by Defendant at any time
16 within one (1) year of the filing of the PAGA letter are “aggrieved employees” as that term is
17 defined in the California Labor Code Private Attorney General Act of 2004, because they are
18 current or former employees of the alleged violator and against whom one or more of the alleged
19 violations was committed.

20 65. Pursuant to California Labor Code § 2699, *et seq.*, Plaintiffs filed the requisite
21 letter with California’s Labor Workforce Development Agency (“LWDA”) on July 6, 2022.

22 66. Plaintiffs bring this action on behalf of themselves and all aggrieved employees
23 who were subject to Defendant’s failure to pay Plaintiffs and all aggrieved employees for all hours
24 they worked at the applicable minimum, regular, and overtime wage rate; its failure to comply
25 with California’s meal and rest break laws; its failure to provide accurate wage statements; and
26 its failure to pay Plaintiffs and aggrieved employees who are former employees all their wages
27 due and owing upon termination.

28 67. Plaintiffs, on behalf of themselves, and in a representative capacity on behalf of all
aggrieved employees, demand the maximum civil penalty specified in Labor Code § 2699 in the
amount of one hundred dollars (\$100) for Plaintiffs and each aggrieved employee per period for

1 the initial violation and two hundred dollars (\$200) per pay period for each subsequent violation
2 for violations of Labor Code §§ 201-204, 226, 226.7, 510, 1194, 1197, and 1198.

3 68. These penalties are recoverable in addition to any other civil penalty separately
4 recoverable by law.

5 **JURY DEMAND**

6 Plaintiffs hereby respectfully demand a trial by jury on all issues so triable.

7 **PRAYER FOR RELIEF**

8 Wherefore Plaintiffs, individually, for all Class members and for the general public, hereby
9 pray for relief as follows relating to their class and representative action allegations:

- 10 a. For an order certifying this action as a class action on behalf of the
11 proposed Class and Sub-Classes;
- 12 b. For an order appointing Plaintiffs as the Representatives of the Class
13 and Sub-Classes and for an order appointing their counsel as Class
14 Counsel;
- 15 c. For damages according to proof for their regular rate and/or
16 minimum rate, whichever is applicable, for all hours worked under
17 state law;
- 18 d. For damages according to proof for all rest break wages at the
19 regular rate of pay;
- 20 e. For damages according to proof for all rest break premiums;
- 21 f. For liquidated damages;
- 22 g. For statutory penalties;
- 23 h. For civil penalties;
- 24 i. For waiting time penalties;
- 25 j. For penalties pursuant to PAGA;
- 26 k. For interest as provided by law at the maximum legal rate;
- 27 l. For reasonable attorneys' fees authorized by statute;
- 28 m. For costs of suit incurred herein;

- 1 n. For pre- and post-judgment interest, as provided by law; and
2
3 o. For such further relief as the Court may deem just and proper.

4 Dated: July 28, 2022

/s/ Leah L. Jones

THIERMAN BUCK LLP

Mark R. Thierman

Joshua D. Buck

Leah L. Jones

Joshua R. Hendrickson

s/ Ryan F. Stephan

STEPHAN ZOURAS, LLP

Ryan F. Stephan (*PHV forthcoming*)

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