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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 14 2022

BY 
NATHANIEL JOHNSON, DEPUTY

COPY

Attorneys for Plaintiff
CHOTSANI BRADLEY

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

CIV SB 2207745

CHOTSANI BRADLEY on behalf of herself,
and all aggrieved employees,

Plaintiff,

v.

IEC CORPORATION, WHICH WILL DO
BUSINESS IN CALIFORNIA AS
INTERNATIONAL EDUCATION
CORPORATION; IEC US HOLDINGS, INC.;
and DOES 1 through 100, inclusive,

Defendants.

Case No:

REPRESENTATIVE ACTION

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. VIOLATIONS OF THE LABOR CODE;**
- 2. PENALTIES; and**
- 3. ATTORNEYS' FEES.**

FILED

Plaintiff CHOTSANI BRADLEY, on behalf of herself and all aggrieved employees, complains against Defendants IEC CORPORATION WHICH WILL DO BUSINESS IN CALIFORNIA AS INTERNATIONAL EDUCATION CORPORATION, IEC US HOLDINGS, INC., and Does 1 through 100 (all referred to collectively as “Defendants” or “IEC”) as follows:

I. JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over Plaintiff’s claims, based on, among other statutes, California Labor Code §§ 201-203, 204, 224, 226(a), 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802. In particular, Plaintiff has complied with all California Labor Code § 2699.3 requirements for commencing a civil action under the California Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* (“PAGA”).

2. This Court has personal jurisdiction over the parties because, at all relevant times, Plaintiff was a California resident who worked in California for Defendants and Defendants systematically and continuously have conducted business in the State of California.

3. Venue in a representative action is proper in any county that aggrieved employees performed work. *Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal. App. 5th 1049. Defendant operates for profit colleges throughout California, including a for profit college located at 4730 Ontario Mills Parkway, Ontario, California 91764. Venue is proper in this Court under California Code of Civil Procedure § 395.5 because (a) the aggrieved employees performed part of their duties in San Bernardino County, (b) part of the of the obligations of the parties arises in San Bernardino County, (c) part of Defendants’ liability arises in San Bernardino County, and (d) breaches by Defendants occurred in connection with work performed partly in San Bernardino County.

II. PARTIES AND BACKGROUND

4. Plaintiff CHOTSANI BRADLEY is an adult who worked for Defendants as an hourly admissions representative for Defendants from approximately July 6, 2021 through October 11, 2021.

5. Defendant IEC CORPORATION WHICH WILL DO BUSINESS IN CALIFORNIA AS INTERNATIONAL EDUCATION CORPORATION is a Delaware

1 Corporation doing business throughout California and is a “person” as defined by California
2 Labor Code § 18 and California Business and Professions Code § 17201. In addition, it is an
3 “employer” as that term is used in the California Labor Code and in the California Industrial
4 Welfare Commission’s Orders regulating wages, hours, and working conditions.

5 6. Defendant IEC US HOLDINGS, INC. is a Florida Corporation doing business
6 throughout California and is a “person” as defined by California Labor Code § 18 and California
7 Business and Professions Code § 17201. In addition, it is an “employer” as that term is used in
8 the California Labor Code and in the California Industrial Welfare Commission’s Orders
9 regulating wages, hours, and working conditions.

10 7. Plaintiff is ignorant of the true names and capacities of Defendants sued as Does 1
11 through 100, inclusive, and therefore sues those Defendants by those fictitious names. Plaintiff
12 will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is
13 informed and believes and on that ground alleges that each of the fictitiously-named Defendants
14 is responsible in some manner for the occurrences alleged and that Plaintiff’s damages and other
15 losses as alleged are proximately caused by those occurrences.

16 8. On behalf of the State of California and all aggrieved employees who worked as
17 hourly non-exempt employees in California at any time or times during the applicable statute of
18 limitations, Plaintiff seeks all applicable penalties, interest, attorneys’ fees, costs and other sums
19 for each violation of: (a) California Labor Code §§ 226.7, 510, 1194, 1194.2, 1197, 1197.1 1198
20 and 1199 and the applicable IWC Wage Order (failure to pay wages, including minimum wages
21 and overtime, for all hours worked), (b) California Labor Code §§ 226.7, 512, 1198 and 1999 and
22 the applicable IWC Wage Order (failure to provide meal periods); (c) California Labor Code §
23 226.7, 1198 and 1199 and the applicable IWC Wage Order (failure to authorize and permit rest
24 breaks); (d) policy and practice of violating California Labor Code §§ 226 and 226.3 (failure to
25 provide accurate itemized wage statements); (e) California Labor Code §§ 201-203 (failure to pay
26 former aggrieved employees all wages due and owing at the time of discharge or voluntary quit);
27 (f) California Labor Code § 204 (failure to pay aggrieved employees in a timely manner); and (g)
28 California Labor Code § 2802 (failure to reimburse aggrieved employees for all necessary

expenditures and losses incurred at the direction of and/or on behalf of Defendants).

III. FACTUAL ALLEGATIONS

9. This is a representative action under Labor Code §§ 2698, *et seq.*, seeking PAGA penalties interest, attorneys' fees, costs and other sums for violations of the Labor Code.

10. IEC operates for profit colleges and has multiple locations throughout California.

11. At all relevant times, Plaintiff performed work for IEC as an hourly admissions representative. During her employment with IEC, Plaintiff generally worked five to six days a week or more. She typically worked eight or more hours in a shift.

12. Defendants have implemented a policy and practice of failing to pay Plaintiff and other aggrieved employees statutorily-mandated overtime pay by failing to pay them their entire hourly rate and/or premium wages and, at times, any wages at all, including the minimum wage, for compensable time spent under IEC's direction and control. Plaintiff and other aggrieved employees were required to perform both pre-shift and post-shift activities off-the-clock due to IEC's strict adherence to a labor budget that would not approve overtime pay. Among other things, Plaintiff and other aggrieved employees were required to provide admissions counseling and meet with students beyond the regularly scheduled workday while clocked-out. As such, Plaintiff and other aggrieved employees did not receive any pay whatsoever for this time.

13. At all relevant times, Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order required employers to provide employees with a first meal period of not less than 30 minutes during which they are relieved of all duty (referred to as "duty-free") before working more than five hours, and a second duty-free meal period of not less than 30 minutes before working more than 10 hours in a day. As alleged herein, IEC employed a policy and practice of failing to provide all meal periods to Plaintiffs and other aggrieved employees. Plaintiff missed her meal periods approximately one to two times per week due to understaffing and having to assist students. On information and belief, other aggrieved employees also missed their meal periods.

14. At all relevant times, Labor Code § 226.7 and the applicable IWC Wage Order required employers to authorize and permit a paid rest break of at least 10 minutes for every four

1 hours of work performed or major fraction thereof. An employee working more than ten hours in
2 a single workday is entitled to three paid rest breaks, each lasting at least 10 minutes. As alleged
3 herein, IEC employed a policy and practice of failing to permit and authorize rest periods and/or
4 paying rest period premiums to aggrieved employees for such rest periods not provided, in
5 violation of the Labor Code and Wage Order 4-2001. Plaintiff estimates that she received only
6 one rest break per day. On information and belief, other aggrieved employees also missed their
7 rest periods.

8 15. Labor Code § 226 provides that every employer is required, “semimonthly or at
9 the time of each payment of wages,” to provide each employee with an itemized wage statement
10 setting forth, *inter alia*, the total hours worked by the employee (except for salaried employees)
11 and “all applicable hourly rates in effect during the pay period and the corresponding number of
12 hours worked at each hourly rate by the employee.” Lab. Code § 226(a). Defendants
13 implemented a policy and practice of violating Labor Code § 226 by failing to provide complete
14 and accurate itemized wage statements to Plaintiff and other aggrieved employees in that the
15 wage statements provided did not, among other things, display the correct “total hours worked”
16 and “gross wages earned” in violation of Labor Code § 226(a). Further, Labor Code § 226(a)(8)
17 requires an employer to list the legal name and address of the entity that is the employer.
18 Plaintiff’s wage statements list “UEI FRESNO IEC HOLDINGS INC.” No such entity exists on
19 the California Secretary of State’s website. Through its violation of Labor Code § 226(a),
20 Defendants also violated Labor Code § 226.3

21 16. Defendants had a policy and practice of violating California Labor Code §§ 201-
22 203 by failing to pay Plaintiff and other aggrieved employees all wages due and owing at the time
23 of discharge or voluntary quit. Plaintiff and other aggrieved employees who no longer are
24 employed by Defendants still are owed minimum wages and overtime, as well as premium pay
25 for missed meal periods and rest breaks.

26 17. IEC employed a policy and practice of failing to pay Plaintiffs and other aggrieved
27 employees all wages due and owing in a timely manner as required by Labor Code § 204.

28 18. Defendants implemented a policy and practice of violating Labor Code § 2802 by

1 failing to reimburse Plaintiff and other aggrieved employees for necessary expenditures and
2 losses incurred in their work for Defendants. IEC required Plaintiff and other aggrieved
3 employees to have a cellular telephone and related service in order to contact prospective students
4 via telephone and text message. Moreover, during the course of their relationship with IEC,
5 certain aggrieved employees have been required to use their personal vehicles for business
6 purposes. Plaintiff and other aggrieved employees have not received full reimbursement and/or
7 indemnity for all necessary expenditures or losses incurred in connection with the expenses
8 described above.

9 **IV. REPRESENTATIVE ACTION ALLEGATIONS**

10 19. Plaintiff seeks to represent all aggrieved employees within the meaning of Labor
11 Code §§ 2698, *et seq.* who, within the applicable limitations period, up to the present and until
12 compliance with the law, performed work in California for IEC as hourly employees.

13 20. On behalf of all aggrieved employees, Plaintiff seeks PAGA penalties under Labor
14 Code §§ 226.3 and 2699(f), as applicable, for each violation of Labor Code, including:

- 15 (a) §§ 226.7, 1194, 1194.2, 1197, 1197.1, 1198 and 1999 and the applicable
16 IWC Wage Order (failure to pay minimum wages and overtime);
- 17 (b) §§ 226.7, 512(a), 1198 and 1199 and the applicable IWC Wage Order
18 (failure to provide meal periods);
- 19 (c) §§ 226.7, 1198 and 1199 and the applicable IWC Wage Order (failure to
20 provide rest breaks);
- 21 (d) §§ 226(a) and 226.3 (failure to provide itemized wage statements);
- 22 (e) §§ 201-203 (failure to pay wages upon termination);
- 23 (f) § 204 (failure to pay wages in a timely manner);
- 24 (g) § 2802 (failure to reimburse business expenses); and

25 21. There is a well-defined community of OR The State of California has an
26 enforcement interest in the questions of law and fact affecting the aggrieved employees whom
27 Plaintiff seeks to represent. The aggrieved employees' claims against Defendants involve
28 questions of common or general interest, including but not limited to whether Defendants: (1)

1 violated the Labor Code and the applicable IWC Wage Order by failing to pay any wages,
2 including minimum wages and overtime, to aggrieved employees workers for various hours
3 worked, including time spent providing counseling to prospective students before and after their
4 regularly scheduled shifts; (2) violated the Labor Code and the applicable IWC Wage Order by
5 failing to provide aggrieved employees with all of their required off-duty meal periods and failing
6 to pay the required missed-meal-period premiums for each meal period that was not provided; (3)
7 violated the Labor Code and the applicable IWC Wage Order by failing to authorize and permit
8 aggrieved employees to take all of their required paid rest breaks and failing to pay the required
9 missed-rest-break premium for each paid rest break not allowed or permitted; (4) violated Labor
10 Code §§ 226 and 226.3 by failing to provide aggrieved employees with accurate and itemized
11 wage statements; (5) violated Labor Code §§ 201-203 by failing to pay departing aggrieved
12 employees all wages due at the time of discharge or voluntary quit; (6) violated Labor Code § 204
13 by failing to pay aggrieved employees their wages in a timely manner as required by that section;
14 and (7) violated Labor Code § 2802 by failing to reimburse aggrieved employees for all necessary
15 expenditures and losses incurred in the direct consequence of the discharge of their duties.

16 22. Plaintiff's claims are typical of the claims of the aggrieved employees whom
17 Plaintiff seeks to represent on a representative basis and her interests are consistent with, and not
18 antagonistic to, those of the other aggrieved employees. Plaintiff will fairly and adequately
19 represent the interests of the aggrieved employees whom she seeks to represent because Plaintiff
20 is also an aggrieved employee and her claims are typical of those of the aggrieved employees.
21 Plaintiff has retained attorneys who are experienced in the prosecution of representative actions
22 and Plaintiff intends to prosecute this action vigorously.

23 23. Common questions of law and fact exist as to all aggrieved employees that
24 predominate over any other questions affecting only individual aggrieved employees.

25 24. Plaintiff requests permission to amend the Complaint to include additional
26 representatives if Plaintiff is deemed not to be an adequate representative of the aggrieved
27 employees.

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V. FIRST CAUSE OF ACTION

**(UNPAID WAGES, OVERTIME PAY AND MINIMUM WAGES –
LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

25. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

26. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

27. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations were committed.

28. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 as well as the applicable IWC Wage Order.

29. By the actions alleged in this complaint, Defendants failed to pay Plaintiff and other aggrieved employees any wages, including minimum wages and overtime pay, for certain hours worked, all in violation of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 as well as the applicable IWC Wage Order.

30. Therefore, Plaintiff and all current and former aggrieved employees demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 as well as the applicable IWC Wage Order.

31. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

VI. SECOND CAUSE OF ACTION

**(FAILURE TO PROVIDE MEAL PERIODS –
LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

32. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

3 34. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code
4 Private Attorneys General Act of 2004 because she is a person who was employed by the alleged
5 violators and against whom one or more of the alleged violations was committed.

35. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226.7, 512, 1198 and 1199 and the applicable IWC Wage Order.

36. By the actions alleged herein, Defendants failed to provide Plaintiffs and other aggrieved employees to take their required meal periods in violation of Labor Code §§ 226.7, 512, 1198 and 1199 and the applicable IWC Wage Order.

12 37. Therefore, Plaintiff and all current and former aggrieved employees demand the
13 penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 512, 1198 and
14 1199 and the applicable IWC Wage Order.

15 38. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code §
16 2699(g)(1).

17 Wherefore, Plaintiff prays for relief as set forth below.

18 **VII. THIRD CAUSE OF ACTION**
19 **(FAILURE TO AUTHORIZE AND PERMIT REST PERIODS –**
20 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

21 39. Plaintiff repeats and realleges each and every paragraph above as though fully set
22 forth herein.

23 40. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain
24 penalties on their own behalf and on behalf of other current and former employees.

41. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

28 42. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil

1 action against Defendants for violations of Labor Code §§ 226.7, 1198 and 1199 and the
2 applicable IWC Wage Order.

3 43. By the actions alleged herein, Defendants failed to authorize and permit aggrieved
4 employees to take their required rest periods in violation of Labor Code §§ 226.7, 1198 and 1199
5 and the applicable IWC Wage Order.

6 44. Therefore, Plaintiff and all current and former aggrieved employees demand the
7 penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 1198 and
8 1199 and the applicable IWC Wage Order.

9 45. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code §
10 2699(g)(1).

11 Wherefore, Plaintiff prays for relief as set forth below.

12 **VIII. FOURTH CAUSE OF ACTION**

13 **(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS –**
14 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

15 46. Plaintiff repeats and realleges each and every paragraph above as though fully set
16 forth herein.

17 47. California Labor Code § 2699(f) permits "aggrieved employees" to recover certain
18 penalties on their own behalf and on behalf of other current and former employees.

19 48. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code
20 Private Attorneys General Act of 2004 because she is a person who was employed by the alleged
21 violators and against whom one or more of the alleged violations was committed.

22 49. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil
23 action against Defendants for violations of Labor Code §§ 226(a) and 226.3.

24 50. By the actions alleged herein, Defendants have failed to comply with Labor Code
25 § 226(a) as it relates to Plaintiff and the other aggrieved employees. As alleged above, IEC
26 employs a policy and practice of failing to provide complete and accurate itemized wage
27 statements to Plaintiffs and other aggrieved employees as required by Labor Code § 226(a) in that
28 the wage statements provided do not, among other things, display "all applicable hourly rates in

effect during the pay period and the corresponding number of hours worked at each hourly rate,” the correct “total hours worked,” and the “gross wages earned.” Further, Labor Code § 226(a)(8) requires an employer to list the legal name and address of the entity that is the employer. Plaintiff’s wage statements list “UEI FRESNO IEC HOLDINGS INC.” No such entity exists on the California Secretary of State’s website. In addition, the wage statements did not include premium pay for missed meal and rest periods.

51. Therefore, Plaintiff, for herself and all current and former aggrieved employees on behalf of the State of California, demands the Labor Code § 226.3 penalties provided for violations of Labor Code § 226(a). (If Labor Code § 226.3 is found not to apply to Defendants’ violations of Labor Code § 226(a), Plaintiff alternatively will seek Labor Code § 2699(f) penalties.)

52. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

IX. FIFTH CAUSE OF ACTION

(LABOR CODE §§ 201-203 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

53. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

54. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

55. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

56. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 201-203.

57. By the actions alleged herein, Defendants failed to comply with Labor Code §§ 201-203 as they relate to Plaintiff and the other aggrieved employees.

1 58. Therefore, Plaintiff, for herself and all current and former aggrieved employees,
2 demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 201-
3 203.

4 59. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code §
5 2699(g)(1).

6 Wherefore, Plaintiff prays for relief as set forth below.

7 **X. SIXTH CAUSE OF ACTION**

8 **(LABOR CODE § 2802 –**

9 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

10 60. Plaintiff repeats and realleges each and every paragraph above as though fully set
11 forth herein.

12 61. Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties
13 on their own behalf and on behalf of other current and former employees.

14 62. Plaintiff is an "aggrieved employee" as that term is defined in PAGA because she
15 is a person who was employed by the alleged violators and against whom one or more of the
16 alleged violations was committed.

17 63. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil
18 action against Defendants for violations of Labor Code § 2802.

19 64. By their actions as alleged herein, Defendants have failed to comply with Labor
20 Code § 2802 as it relates to Plaintiff and other aggrieved employees.

21 65. Plaintiff, for herself and all current and former aggrieved employees, demands the
22 penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 2802.

23 66. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code §
24 2699(g)(1).

25 Wherefore, Plaintiff prays for relief as set forth below.

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XVI. SEVENTH CAUSE OF ACTION

(LABOR CODE § 204 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

67. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

68. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

69. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

70. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 204.

71. By the actions alleged herein, Defendants have failed to comply with Labor Code § 204 as it relates to Plaintiff and the other aggrieved employees.

72. Therefore, Plaintiff, for herself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code § 204.

73. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

XVII. PRAYER FOR RELIEF

Plaintiff prays for relief as follows:

- i. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current and former aggrieved employee for each violation of Labor Code §§ 226.7, 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 (failure to pay wages, including minimum wages and overtime, for all hours worked) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- ii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 226.7, 512(a), 1198 and

1199 (missed meal periods) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

iii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 226.7, 1198 and 1199 (missed rest periods) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

iv. For civil penalties as specified by Labor Code § 226.3 for Plaintiff and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint. (Should Labor Code § 226.3 be found not to apply to Defendants' violations of Labor Code § 226(a), Plaintiff alternatively seeks the civil penalties specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint.)

v. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 201-203 (failure to pay departing employees all wages due and owing) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

vi. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code § 2802 (unreimbursed business expenses) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

- vii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code § 204 (failure to pay wages in a timely manner) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- viii. For reasonable attorneys' fees and costs as allowed by law, including Labor Code § 2699(g)(1) and Code of Civil Procedure § 1021.5
- ix. For all interest as required by Labor Code § 218.6 or any other applicable law;
- x. For such other and further relief as the Court should deem proper.

Dated: April 14, 2022

Respectfully submitted,

KELLER GROVER LLP

By: _____



ERIC A. GROVER

ROBERT SPENCER

Attorneys for Plaintiff and the Aggrieved Employees