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Attorney for Plaintiff
HEILI JEE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

HEILI JEE, an individual,

Plaintiff,

vs.

EPLEX ENTERTAINMENT, INC. dba K-POP
CENTER, a California corporation, and DOES 1-
10, inclusive,

Defendants.

CASE NO. 30-2023-01336144-CU-WT-CJC

Plaintiff Heili Jee's's Complaint for:
(1) Wrongful Termination in Violation of Public Policy;
(2) Failure to Pay Wages in Violation of Labor Code §§ 201, 202, 204, 210;
(3) Failure to Pay Overtime Wages in Violation of Labor Code § 510;
(4) Waiting Time Penalties in Violation of Labor Code § 203;
(5) Negligent Infliction of Emotional Distress;
(6) Intentional Infliction of Emotional Distress;
(7) Violation of Labor Code §§ 1198.5, 432;
(8) Private Attorney General Act ("PAGA") Public Enforcement Claim (Labor Code §2699, *et seq.*); and
(9) Violation of Labor Code § 970

Assigned for All Purposes
Judge Walter Schwarm

DEMAND FOR JURY TRIAL

1 Plaintiff Heili Jee ("Jee" or "plaintiff"), by and through her attorneys of record, the Azat Law
2 Group, hereby brings this Complaint against defendants EPlex Entertainment, Inc. dba K-Pop Center
3 ("EPlex" or "defendant"), and Does 1 through 10, inclusive (collectively "defendants").

4 **INTRODUCTION**

5 1. Heili Jee moved to California from New Jersey based on the promise that she would
6 be paid a salary of \$3,500 per month to work for defendant EPlex in Buena Park. After she started
7 working, plaintiff noticed severe and egregious discrepancies in her pay and how EPlex paid their
8 employees. When plaintiff complained about the discrepancies, such as EPlex's unwillingness to pay
9 her overtime, plaintiff was told that she did not have a future at EPlex and was fired.

10 **PARTIES**

11 2. Jee is an individual who resides in California who was employed by EPlex and at all
12 times relevant worked in Orange County.

13 3. EPlex is a California corporation organized and existing under the laws of the State of
14 California, located in Orange County. EPlex employs more than five people.

15 4. Plaintiff is ignorant of the true names of those defendants sued as DOES 1 through 10.
16 On information and belief, DOES 1 through 10 do business in California and are in some manner
17 responsible for the conduct alleged in this Complaint. Upon discovering the true names and
18 capacities of these fictitiously named defendants, plaintiff will amend this Complaint to show their
19 true names and capacities.

20 **JURISDICTION AND VENUE**

21 5. This Court has jurisdiction over this matter because each defendant has conducted
22 continuous business within Orange County, and the transactions and occurrences that gave rise to this
23 action occurred within Orange County.

24 6. Venue is proper in Orange County because a substantial portion of the unlawful acts
25 giving rise to the claims alleged herein occurred in Orange County.

26 **FACTS**

27 7. Plaintiff began working for defendants in or around February 2022. Plaintiff was
28 visiting California from her home state of New Jersey when she was offered the role of Operations

1 Program Manager at defendant's Buena Park location. Defendants offered plaintiff a salary of
2 approximately \$3,500 per month and asked plaintiff to start work immediately. In or around March
3 2022, plaintiff permanently relocated from New Jersey to California for her job with defendants.

4 8. Shortly after she started working for defendants, plaintiff began noticing discrepancies
5 in her pay. Management also told plaintiff that she was logging too many overtime hours and put a
6 cap on how much overtime they were willing to pay her. Thus, regardless of the number of hours
7 that plaintiff worked, defendants' instructed plaintiff that she would not receive more than \$400 in
8 overtime pay each month. In the first month, plaintiff was incorrectly paid only \$15.00 per hour
9 instead of her promised hourly rate of \$21.87 per hour. This resulted in plaintiff being shorted
10 approximately \$900 in wages, which she was later paid, only after she confronted defendants about
11 the discrepancy. Plaintiff and other employees also were paid as independent contractors rather than
12 as regular employees, which they were.

13 9. Plaintiff also discovered that her wages were calculated differently from pay period to
14 pay period. Though her hourly pay was to be \$21.87, defendants inexplicably lowered her wages to
15 \$20.19 an hour shortly after plaintiff's start date. Defendants forced plaintiff to record a 30-minute
16 lunch break even when she did not take one, as well as refused to pay her for any meal-periods she
17 worked through. Plaintiff notified defendants of these discrepancies and complained that she was not
18 being paid appropriately.

19 10. In addition, plaintiff received an unsigned payroll check that she was unable to cash
20 for wages in the amount of \$2,863.10 for the second two weeks of March and first two weeks of
21 April 2022. To date, plaintiff has not been compensated for these wages.

22 11. After plaintiff complained about her incorrect pay, on or around April 26, 2022,
23 plaintiff received an e-mail from one of her managers, Joyce Park ("Park"), notifying her that her title
24 was being changed from Operations Program Manager to Project Coordinator. Plaintiff felt this was
25 an unfounded demotion and expressed her dissatisfaction to Park. Park told plaintiff to come back
26 with the title and position she felt was appropriate. Plaintiff returned to Park with a list of suggested
27 titles and compensation packages based on national averages, which Park only glanced at briefly
28 before refusing to consider. Park then told plaintiff it would be better if she left since she would not

1 be able to achieve her salary expectations with defendants.

2 12. On or around May 31, 2022, plaintiff was terminated. Plaintiff attempted to negotiate
3 the terms of her termination, by requesting severance pay, support for her unemployment insurance
4 claim, as well as reimbursement for the cross-country moving expenses she incurred solely to work
5 for EPlex. She was given no severance and was told defendants could only offer her \$1,000.

6 13. Additionally, defendants informed plaintiff that since she was treated as a W9
7 employee, that she would likely not receive any unemployment benefits. During her employment,
8 however, plaintiff had often complained to defendants that she was incorrectly classified as an
9 independent contractor rather than a regular employee, as were all other employees of EPlex.

10 14. Though defendants notified plaintiff of her termination on May 31, plaintiff was still
11 asked to work through June 2022. Therefore, it is clear that plaintiff was not terminated for any
12 reason related to performance, but instead in retaliation for asking for her agreed upon wages and for
13 requesting a title and compensation commensurate with her workload. Plaintiff showed up for work
14 on June 1, 2022, but was told to “take the rest of the day off” halfway through the workday. Plaintiff
15 did not return to work and never received compensation for the hours she worked that day.

16 PAGA VIOLATIONS

17 A. Overtime Violations

18 15. Labor Code sections 510 and 1194 required defendants to compensate plaintiff and
19 aggrieved employees for all overtime worked. Labor Code section 510 provides:

20 Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one
21 workday and any work in excess of 40 hours in any one workweek and the first eight hours
22 worked on the seventh day of work in any one workweek shall be compensated at the rate of
23 no less than one and one-half times the regular rate of pay for an employee. Any work in
24 excess of 12 hours in one day shall be compensated at the rate of no less than twice the
25 regular rate of pay for an employee. In addition, any work in excess of eight hours on any
26 seventh day of a workweek shall be compensated at the rate of no less than twice the regular
27 rate of pay of an employee.

28 16. Plaintiff and aggrieved employees were non-exempt employee and regularly worked

1 overtime hours and defendants failed to compensate plaintiff and aggrieved employees for all
2 overtime hours worked as required under the California Labor Code and applicable IWC Wage
3 Order. Defendants required or permitted plaintiff and aggrieved employees to work off the clock,
4 required or permitted plaintiff and aggrieved employees to work through meal and rest breaks
5 without having compensated them for this time and failing to include this time in their hours worked;
6 illegally and inaccurately recorded time in which plaintiff and aggrieved employees worked, failed to
7 properly maintain plaintiff and aggrieved employees records; failed to provide accurate itemized
8 wage statements to plaintiff and aggrieved employees or each pay period, and other methods to be
9 discovered.

10 17. In violation of California law, defendants knowingly and willfully refused to perform
11 their obligations to timely compensate plaintiff and aggrieved employees for all wages earned and all
12 hours worked.

13 B. Meal Period Violations

14 18. Pursuant to the Industrial Welfare Commission Wage Orders, defendants were
15 required to pay plaintiff and aggrieved employees for all their time worked, meaning the time during
16 which an employee is subject to the control of an employer, including all the time the employee is
17 suffered or permitted to work. During the PAGA period, defendants required plaintiff and aggrieved
18 employees to work without paying them for all the time they were under defendants' control.
19 Defendants required plaintiff and aggrieved employees to work while clocked out during what was
20 supposed to be plaintiff and aggrieved employees' off-duty meal breaks. Plaintiff and aggrieved
21 employees were from time to time interrupted by work assignments while what should have been
22 plaintiff and aggrieved employees' off-duty meal break. There were many days where plaintiff and
23 aggrieved employees did not even receive a partial lunch and were required to work through their
24 meal breaks. As a result, the plaintiff and aggrieved employees forfeited minimum wage and
25 overtime wages by regularly working without their time being accurately recorded and without
26 compensation at the applicable minimum wage and overtime rates.

27 19. From time-to-time during the PAGA period, plaintiff and aggrieved employees were
28 unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their

1 meal periods. Plaintiff and aggrieved employees were required to perform work as ordered by
2 defendants for more than five (5) hours during some shifts without receiving a meal break. Further,
3 defendants from time to time failed to provide plaintiff and aggrieved employees with a second off-
4 duty meal period for some workdays in which these employees were required by defendants to work
5 ten (10) hours of work from time to time. The nature of the work performed by the plaintiff and
6 aggrieved employees does not qualify for limited and narrowly construed "on-duty" meal period
7 exception. Plaintiff and aggrieved employees therefore forfeited meal breaks without additional
8 compensation and in accordance with defendants' policies and practices. Plaintiff and aggrieved
9 employees were not timely compensated for missed meal periods as required by the Labor Code.

10 C. Rest Period Violations

11 20. From time-to-time during the PAGA period, plaintiff and aggrieved employees were
12 also required from time-to-time to work in excess of four (4) hours without being provided ten (10)
13 minute rest periods as a result of their rigorous work schedule and defendants' inadequate staffing.
14 Further, for the same reasons these employees were denied their first rest periods of at least ten (10)
15 minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first and
16 second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8)
17 hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some
18 shifts worked of ten (10) hours or more from time to time. When they were provided rest breaks,
19 plaintiff and aggrieved employees were required to remain on the premises and remain on duty
20 during those breaks. Plaintiff and aggrieved employees were also not provided with one-hour wages
21 in lieu thereof. Plaintiff and aggrieved employees were from time to time denied their proper rest
22 periods by defendants and defendants' managers. Plaintiff and aggrieved employees were not timely
23 compensated for missed meal periods as required by the Labor Code.

24 D. Wage Statement Violations

25 21. California Labor Code section 226 requires an employer to furnish its employees an
26 accurate itemized statement in writing showing: (1) gross wages earned, (2) total hours worked, (3)
27 the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
28 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the

1 employee and only the last four digits of the employee's social security number or an employee
2 identification number other than social security number, (8) the name and address of the legal entity
3 that is the employer, and (9) all applicable hourly rates in effect during the pay period and the
4 corresponding number of hours worked at each hourly rate by the employee.

5 22. During the relevant PAGA period, when plaintiff and other employees were not paid
6 for overtime worked, missed meal and rest periods, were not paid for missed meal or rest breaks, or
7 were paid inaccurate missed meal or rest period premiums, or were not paid for the time that they
8 spent working under defendants' control, defendants also failed to provide plaintiff and other
9 aggrieved employees with complete and accurate wage statements which failed to show, among other
10 things, all hours worked and the penalty payments for missed meal and rest periods.

11 23. As a result, defendants issued plaintiff and the other aggrieved employees with wage
12 statements that violated Labor Code section 226. Defendants' violations were knowing and
13 intentional, were not isolated or due to an unintentional payroll error due to clerical or inadvertent
14 mistake.

15 E. Failure to Maintain Records

16 24. During the PAGA period, defendants knowingly and intentionally failed to maintain
17 records as required by Labor Code section 226 and 1174, *et seq.*, including, but not limited to, failed
18 to maintain the total daily hours worked by each employee, the applicable rates of pay, all deductions,
19 meal periods, time records showing when each employee began and ended each work period, and
20 accurate itemized statements. Accordingly, plaintiff and all aggrieved employees are entitled to all
21 available statutory penalties, including, but not limited to, civil penalties pursuant to Labor Code
22 sections 226(e), 226.3 and 1174.5, and an award of costs, expenses, and reasonable attorney's fees,
23 including but not limited to those provided in California Labor Code section 226(e), as well as other
24 available remedies.

25 F. Failure to Pay Sick Leave

26 25. During the PAGA period, plaintiff and aggrieved employees worked for defendants
27 for more than 30 days. Under Labor Code section 246, an employer must pay its employees accrued
28 paid sick leave at the rate of one (1) hour for every 30 hours worked. Plaintiff and aggrieved

1 employees did not accrue any paid sick leave, and from time to time took time off from work that
2 would have qualified as sick leave, were not paid wages for this period. Accordingly, plaintiff and all
3 aggrieved employees are entitled to penalties, including, but not limited to, civil penalties pursuant to
4 the Labor Code section 246, *et seq.*

5 G. Willful Misclassification of Plaintiff and Aggrieved Employees

6 26. Under Labor Code section 226.8, it is unlawful for any person or employer to: (1)
7 willfully misclassify an individual as an independent contractor; or (2) charge an individual who has
8 been willfully misclassified as an independent contractor a fee, or making any deductions from
9 compensation, for any purpose, including for goods, materials, space rental, services, government
10 licenses, repairs, equipment maintenance, or fines arising from the individual's employment where
11 any of the acts described in this paragraph would have violated the law if the individual had not been
12 misclassified. During the PAGA period, plaintiff and aggrieved employees were exempt employees
13 and were willfully misclassified as independent contractors and also charged a fee, or certain fees and
14 or deductions from their compensation, for certain purposes related to their employment.

15 **FIRST CAUSE OF ACTION**

16 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
17 **(AGAINST ALL DEFENDANTS)**

18 27. Plaintiff incorporates paragraphs 1 through 26 of this Complaint as if fully set forth
19 here.

20 28. There is a strong and well-defined public policy against retaliation in the workplace
21 when employees have engaged in protected activity.

22 29. Defendants terminated Jee in violation of these public policies.

23 30. Jee suffered economic harm and emotional distress as a result of defendants' conduct.

24 31. Defendants acted with malice.

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26 //

SECOND CAUSE OF ACTION
FAILURE TO PAY WAGES IN VIOLATION OF
LABOR CODE §§ 201, 202, 203, 204, 210 *et seq.*
(AGAINST ALL DEFENDANTS)

32. Plaintiff incorporates and realleges paragraphs 1 through 31 of this Complaint as if fully set forth here.

33. Jee performed work for defendants.

34. Defendants owe Jee wages that have not been paid under the terms of Jee's employment, and remained unpaid subsequent to plaintiff having separated from her employment with defendants.

35. Plaintiff demanded that defendants pay her all unpaid wages and defendants refused.

36. Defendants' conduct was willful and malicious.

37. Jee has been harmed in an amount of unpaid wages to be proven at trial and is also entitled to penalties pursuant to the Labor Code as a result of defendants' conduct.

THIRD CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF
LABOR CODE § 510, *et seq.*
(AGAINST ALL DEFENDANTS)

38. Plaintiff incorporates and realleges paragraphs 1 through 37 of this Complaint as if fully set forth here.

39. Labor Code sections 510, 1194, and IWC Wage Order No. 1-2001, § 3, requires defendants to compensate plaintiff for all overtime worked. Labor Code section 510 provides:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any

seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

40. Plaintiff was a non-exempt employee and regularly worked overtime hours and defendants failed to compensate plaintiff for all overtime hours worked as required under the California Labor Code and IWC Wage Order. Defendants required or permitted plaintiff to work off the clock, required or permitted plaintiff to work through meal and rest breaks without having compensated them for this time and failing to include this time in their hours worked; illegally and inaccurately recorded time in which plaintiff worked, failed to properly maintain plaintiff's records; failed to provide accurate itemized wage statements to plaintiff for each pay period, and other methods to be discovered.

41. In violation of California law, defendants knowingly and willfully refused to perform their obligations to compensate plaintiff for all wages earned and all hours worked. As a proximate result, plaintiff have suffered, and will continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses of attorneys' fees in seeking to compel defendants to perform their obligations, all to their respective damages in an amount to be proven at trial.

42. Plaintiff is entitled to recover the unpaid balance of wages owed to her and applicable penalties, attorneys' fees and expenses, and costs of suit.

FOURTH CAUSE OF ACTION

WAITING TIME PENALTIES IN VIOLATION OF LABOR CODE § 203

(AGAINST ALL DEFENDANTS)

43. Plaintiff incorporates and realleges paragraphs 1 through 42 of this Complaint as if fully set forth here.

44. California Labor Code section 201 requires any employer who discharges an employer to pay all compensation due and owed to that employee immediately upon discharge.

45. California Labor Code section 202 requires an employer to pay all compensation owed to an employee who quits within 72 hours of that employee having quit, unless the employee

1 provides at least 72 hours of notice of quitting, in which case compensation is due at the end of the
2 employee's final day of work.

3 46. California Labor Code section 203 provides that if an employer willfully fails to pay
4 compensation promptly upon discharge, then the employer is liable for waiting time penalties in the
5 form of continued compensation for up to 30 workdays.

6 47. Defendants willfully failed and refused to timely pay compensation and wages in a
7 timely manner.

8 48. As a result, Jee is entitled to waiting time penalties under Labor Code section 203.

9 **FIFTH CAUSE OF ACTION**

10 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

11 **(AGAINST ALL DEFENDANTS)**

12 49. Jee incorporates and realleges paragraphs 1 through 48 of this Complaint as if fully set
13 forth here.

14 50. State law prohibits persons from negligently causing another's emotional distress.

15 51. Defendants negligently caused Jee severe emotional distress.

16 52. Jee suffered harm as a result of defendants' conduct.

17 53. Defendants' negligence was a substantial factor in causing Jee's emotional distress.

18 **SIXTH CAUSE OF ACTION**

19 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

20 **(AGAINST ALL DEFENDANTS)**

21 54. Plaintiff incorporates and realleges paragraphs 1 through 53 of this Complaint as if
22 fully set forth here.

23 55. State law prohibits persons from intentionally inflicting or recklessly causing
24 another's emotional distress.

25 56. Defendants intentionally or recklessly caused Jee's emotional distress.

26 57. Defendants' conduct was outrageous.

27 58. Jee suffered harm as a result of defendants' conduct.

28 59. Defendants acted with malice.

1 **SEVENTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE §§ 1198.5, 432**

3 **(AGAINST ALL DEFENDANTS)**

4 60. Plaintiff incorporates and realleges paragraphs 1 through 59 of this Complaint as if
5 fully set forth here.

6 61. State law requires every employer to disclose to every current or former employee, or
7 his or her representative, a copy of the personnel records that the employer maintains related to the
8 employer's performance or any grievance concerning the employee, within thirty (30) calendar days
9 from the date the employer receives a written request.

10 62. Jee requested a copy of her complete personnel records pursuant to state law and
11 defendants failed to provide plaintiff's complete personnel file within the proscribed time.

12 63. Defendants' conduct was intentional and intended to withhold material information
13 concerning Jee's employment.

14 64. Plaintiff is entitled to statutory penalties, attorney's fees, and other such relief as the
15 Court deems appropriate and that is available pursuant to the Labor Code.

16 **EIGHTH CAUSE OF ACTION**

17 **VIOLATION OF LABOR CODE PRIVATE ATTORNEY GENERAL**
18 **ACT CLAIM, LABOR CODE §§2699 *et seq.***

19 **(AGAINST ALL DEFENDANTS)**

20 65. Plaintiff incorporates and realleges paragraphs 1 through 64 of this Complaint as if
21 fully set forth here.

22 66. California Labor Code §§ 2698-2699.5, the Labor Code Private Attorneys General Act
23 of 2004 ("PAGA"), establishes that any provision of the California Labor Code that provides for a
24 civil penalty to be assessed and collected by the Labor and Workforce Development Agency
25 ("LWDA" – or any of its departments, divisions, commissions, boards, agencies or employees – for
26 violations of the California Labor Code, may be recovered through a collective action brought by an
27 aggrieved employee on behalf of himself or herself, and other current or former employees. Under
28 PAGA, an aggrieved employee (or former employee) need not satisfy class action requirements in

1 order to bring a collective action on behalf of all other aggrieved current or former employees;
2 instead, a PAGA collective action is essentially a public enforcement action on behalf of the general
3 public. Such an action, therefore, “functions as a substitute for an action brought by the government
4 itself.” *Arias v. Superior Court of San Joaquin County* (2009), 46 Cal. 4th 969, 986.

5 67. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
6 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized
7 to exercise the same discretion, subject to the same limitations and conditions, to assess a civil
8 penalty.

9 68. Plaintiff is an aggrieved employee as defined in California Labor Code § 2699(a).
10 Plaintiff brings this case on behalf of herself affected by the employment law violations alleged in
11 this Complaint. One or more of the alleged violations was committed against her.

12 69. Plaintiff hereby seeks to collect civil penalties for the California Labor Code
13 violations described above, including but not limited to the penalties provided for wrongful
14 termination in violation of public policy; failure to pay wages in violation of California Labor Code
15 §§202, 204.1, *et seq.*, waiting time penalties in violation of California Labor Code §203; negligent
16 infliction of emotional distress; intentional infliction of emotional distress; violation of California
17 Labor Code Sections §1198.5 and §432; Violation of California Labor Code Private Attorney
18 General Act Claim, California Labor Code §2699, *et seq.*

19 70. Plaintiff has satisfied all the prerequisites set out in California Labor Code Section
20 §2699.3 required for maintaining a civil suit to recover the aforementioned penalties. Plaintiff, by
21 and through counsel, provided written notice on April 10, 2023, by certified mail to the California
22 Labor and Workforce Development Agency and to Defendants’ counsel stating the provisions of the
23 California Labor Code alleged to have been violated, including the facts and theories to support the
24 alleged violation. The time limit for the LWDA to respond has passed. As such, plaintiff has
25 exhausted her administrative remedies.

26 71. Defendants are liable for civil penalties in amounts to be established at trial, payable
27 as provided in Labor Code §2699(i) to plaintiff and to all other aggrieved employees and to the Labor
28

1 and Workforce Development Agency as provided in this subsection, and for an award of attorneys'
2 fees and costs incurred in securing these penalties, pursuant to §§2699(g)(1).

3 72. As of June 14, 2023, more than sixty-five (65) days after serving the LWDA with
4 notice of defendants' violations, the LWDA has not provided any notice by certified mail of its intent
5 to investigate the defendants' alleged violations as mandated by Labor Code section 2699.3(a)(2)(A).
6 Accordingly, pursuant to Labor Code section 2699.3(a)(2)(A), plaintiff may commence and is
7 authorized to pursue this cause of action.

8 73. Plaintiff and aggrieved employees are entitled to all penalties available under the
9 Labor Code for each and every one of defendants' violations as set forth herein, pursuant to Labor
10 Code sections 2699(a) and (f), including, but not limited to, civil penalties for defendants' violations
11 of Labor Code section 201, 202, 203, 204, 210, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and
12 1198, in the following amounts:

- 13 a. For violation of Labor Code sections 201, 202, 203, and 204, one hundred dollars
14 (\$100) for each AGGRIEVED EMPLOYEE per pay period for the initial violation
15 and two hundred dollars (\$200) for AGGRIEVED EMPLOYEE per pay period for each
16 subsequent violation [penalty per Labor Code Section 2699(f)(2)];
- 17 b. For violations of Labor Code Section 226(a), a civil penalty in the amount of two
18 hundred fifty dollars (\$250) for each AGGRIEVED EMPLOYEE for any initial
19 violation and one thousand dollars for each subsequent violation [penalty per Labor
20 Code Section 226.3];
- 21 c. For violations of Labor Code Sections 204, a civil penalty in the amount of one
22 hundred dollars (\$100) for each AGGRIEVED EMPLOYEE for any initial violation
23 and two hundred dollars (\$200) for AGGRIEVED EMPLOYEE for each subsequent
24 violation [penalty per Labor Code Section 210];
- 25 d. For violations of Labor Code Sections 226.7, 510 and 512, a civil penalty in the
26 amount of fifty dollars (\$50) for each underpaid AGGRIEVED EMPLOYEE for the
27 initial violation and hundred dollars (\$100) for each underpaid AGGRIEVED
28 EMPLOYEE for each subsequent violation [penalty per Labor Code Section 558];

- e. For violations of Labor Code Section 2269(a), a civil penalty in the amount of two hundred fifty dollars (\$250) per AGGRIEVED EMPLOYEE per violation in an initial citation and one thousand dollars (\$1,000) per AGGRIEVED EMPLOYEE for each subsequent violation [penalty per Labor Code Section 226.3];
- f. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and 1199, a civil penalty in the amount of one hundred dollars (\$100) per AGGRIEVED EMPLOYEE per pay period for the initial violation and two hundred dollars fifty (\$250) per AGGRIEVED EMPLOYEE per pay period for each subsequent violation [penalty per Labor Code Section].

74. For all provisions of the Labor Code for which civil penalty is not specifically provided, Labor Code section 2699(f) imposes upon defendants a penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation. Plaintiff and aggrieved employees are entitled to an award of reasonable attorney's fees and costs in connection with their claims for civil penalties pursuant to Labor Code section 2699(g)(1).

75. To the extent that any conduct and violations alleged herein did not affect plaintiff during the PAGA period, plaintiff seeks penalties for those violations that affected other aggrieved employees. *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 519; *See also Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751 ("PAGA allows an "aggrieved employee"—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.")

NINTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 970

(AGAINST ALL DEFENDANTS)

76. Plaintiff incorporates and realleges paragraphs 1 through 75 of this Complaint as if fully set forth here.

77. State law prohibits an employer from directly or indirectly influencing, persuading, or engaging any person to change from one place to another in this State or from any place outside to

1 any place within the State, or from any place within the State to any place outside, for the purpose of
2 working in any branch of labor, through or by means of knowingly false representations, whether
3 spoken, written, or advertised in printed form, concerning the kind, character, or existence of such
4 work, the length of time such work will last, or the compensation therefor.

5 78. Defendants, through their representatives, made representations to plaintiff to
6 convince her to change from one place to another in this State or from any place outside to any place
7 within the State, or from any place within the State to any place outside, for the purpose of working
8 in any branch of labor, through or by means of knowingly false representations, whether spoken,
9 written, or advertised in printed form, concerning the kind, character, or existence of such work, the
10 length of time such work will last, or the compensation therefor.

11 79. Defendants' representations were false.

12 80. Defendants knew that the representations were false when they were made, or made
13 the representations with reckless disregard for the truth.

14 81. Defendants intended that Jee rely on the false representations and leave her previous
15 position to work for defendant.

16 82. Jee reasonably relied on defendants' representations.

17 83. Jee suffered economic harm and emotional distress as a result of defendants' conduct.

18 84. Jee having relied on defendant's false promises was a substantial factor in causing
19 Jee's harm.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 22 1. General damages, according to proof;
- 23 2. Damages for loss of earning capacity according to proof;
- 24 3. For punitive damages;
- 25 4. For restitution, according to proof;
- 26 5. For other further general and special damages in a sum according to proof;
- 27 6. Pre and post judgment interest, according to proof;
- 28

1 7. For reasonable attorney's fees and costs of suit to the extent permitted by law,
2 including pursuant to Labor Code section 2699, *et seq.*;

3 8. For civil penalties to the extent permitted by law pursuant to the Labor Code under the
4 Private Attorney's General Act; and

5 9. All other relief the Court deems equitable and proper.

6 **DEMAND FOR JURY TRIAL**

7 Plaintiff demands a trial by jury on all issues triable by right of jury.

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9 DATED: July 12, 2023

THE AZAT LAW GROUP

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11 By: 
12 Michael Azat
13 Issa Azat, Jr.
14 Attorneys for Plaintiff
15 HEILI JEE
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