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RUBALCAVA, as aggrieved employees, and on behalf of all other
aggrieved employees

[Additional counsel listed on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERARDINO

DIANA PEDRAZA LOPEZ, GABRIELLA
REYES RUBALCAVA, and JONATHAN F.
AIKENS, as aggrieved employees, and on
behalf of all other aggrieved employees under
the Labor Code Private Attorneys' General
Act of 2004,

Plaintiffs,

v.

CONCORDE CAREER COLLEGES, INC., a
Delaware corporation; JAMI FRAZIER, an
individual; JEREMIAH HATCHER, an
individual; KIMBERLY BRADSHAW, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: CIVSB2327299

REPRESENTATIVE ACTION

**FIRST AMENDED COMPLAINT UNDER
THE LABOR CODE PRIVATE
ATTORNEYS' GENERAL ACT OF 2004
FOR CIVIL PENALTIES UNDER LABOR
CODE SECTIONS 210, 226.3, 558, 1174.5,
1197.1 and 2699**

DEMAND FOR JURY TRIAL

[Amount in Controversy Greater Than
\$25,000.00]

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18 on behalf of himself and others similarly situated
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COMES NOW Plaintiffs DIANA PEDRAZA LOPEZ, GABRIELLA REYES RUBALCAVA, and JONATHAN F. AIKENS (“Plaintiffs”), as aggrieved employees, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of 2004, and alleges as follows:

JURISDICTION AND VENUE

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against CONCORDE CAREER COLLEGES, INC., and any of its respective subsidiaries or affiliated companies within the State of California (“Concorde”); Jami Frazier (“Frazier”), Jeremiah Hatcher (“Hatcher”), and Kimberly Bradshaw (“Bradshaw” and collectively, with Concorde, Frazier, Hatcher, and DOES 1 through 100, as further defined below (“Defendants”), as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiffs and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 204, Labor Code section 210, Labor Code section 221, Labor Code section 226, Labor Code section 226.3, Labor Code section 227.3, Labor Code section 510, Labor Code section 558, Labor Code section 1174, Labor Code section 1174.5, Labor Code section 1197.1, Labor Code section 1198.5, Labor Code section 24, *et seq.*, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

2. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

3. Venue is proper in San Bernardino County, California pursuant to Code of Civil Procedure sections 392, *et seq.* because, among other things, San Bernardino County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between Plaintiffs, or some of them, and Defendants was due to be performed; the county in which the employment

1 contract, or part of it, between Plaintiffs and Defendants was actually performed; and the county in
2 which Defendants, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct
3 effect on Plaintiffs and Aggrieved Employees in San Bernardino County, and because Defendants
4 employ numerous Aggrieved Employees in San Bernardino County.

5 4. Plaintiffs are “aggrieved employees” under PAGA, as Plaintiffs were employed by
6 Defendants during the applicable statutory period and suffered one or more of the Labor Code
7 violations set forth herein. Accordingly, Plaintiffs seek to recover civil penalties, as the term “civil
8 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
9 Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”) plus
10 reasonable attorneys’ fees and costs, for Plaintiffs and all other aggrieved current and former
11 employees of Defendants during the Civil Penalty Period.

12 5. Specifically, Plaintiffs seek to recover PAGA civil penalties through a representative
13 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
14 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
15 PAGA allegations described herein is not required.

16 6. During the period beginning one (1) year preceding the provision of notice to the
17 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
18 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 218, 218.5,
19 218.6, 210, 221, 226, 226.3, 226.4, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 246, 248.1, 248.2, 248.5,
20 432, 510, 511, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1,
21 1197.5, 1198, 1199, 1198.5, 2699, 2802, and 2810.5, among others.

22 7. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
23 such as Plaintiffs, on behalf of Plaintiffs and all other aggrieved current and former employees
24 within the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
25 specified in Labor Code section 2699.3.

26 8. On or around August 25, 2023, and November 17, 2023, Plaintiffs provided written
27 notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt
28 requested, of Defendants’ violation of various, including the herein-described, provisions of the

1 Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to Defendants,
2 and each of them.

3 9. Plaintiffs also provided Defendants, and each of them, with notice under Labor Code
4 section 2810.3, subdivision (d) that Plaintiffs would seek to hold them liable for each other's wage
5 and hour violations under Labor Code section 2810.3 on August 25, 2023, by certified mail with
6 return receipt requested.

7 10. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
8 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
9 calendar days of the August 25, 2023, or November 17, 2023, postmarked dates of the herein-
10 described notices sent by Plaintiffs to the LWDA and Defendants.

11 **PAGA REPRESENTATIVE ALLEGATIONS**

12 **FAILURE TO PAY MINIMUM WAGES**

13 11. At all relevant times mentioned herein, Defendants failed to pay Employees
14 minimum wages for all hours worked. Defendants had a consistent policy of failing to pay
15 Employees for all hours worked. Employees would work hours and not receive wages, including as
16 alleged above in connection with off the clock work, including all the time required to remain on
17 duty and under Defendants' control during breaks and due to the work demands placed upon them
18 by Defendants' management and by paying what should have been overtime hours as regular hours.
19 Defendants' uniformly applied policies required systematic off the clock work and underpayment
20 of all wages owed to Employees over a period of time, while benefiting Defendants. During the
21 relevant time period, Defendants thus regularly failed to pay minimum wages to Plaintiffs and those
22 similarly aggrieved, including by requiring systematic off the clock work. To the extent any local
23 wage ordinances were also applicable to paying the employees an hourly rate above the minimum
24 wage rate, Defendants failed to comply with the local wage ordinances. Defendants' uniform pattern
25 of unlawful wage and hour practices manifested, without limitation, applicable to the aggrieved
26 employees as a whole, as a result of implementing a uniform policy and practice that denied accurate
27 compensation to Plaintiffs and the others similarly aggrieved as to minimum wage pay.

1 12. In California, employees must be paid at least the applicable state minimum wage
2 for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and
3 paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to
4 California Labor Code § 204, other applicable laws and regulations, and public policy, an employer
5 must timely pay its employees for all hours worked. Defendants failed to do so.

6 13. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states:
7 “The minimum wage for employees fixed by the commission is the minimum wage to be paid to
8 employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable
9 minimum wage rate fixed by the commission for work during the relevant period is found in the
10 Wage Orders.

11 14. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
12 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
13 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
14 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
15 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
16 the absence of a contractually agreed upon one.

17 15. In committing these violations of the California Labor Code, Defendants
18 inaccurately recorded, or required Plaintiffs and those similarly aggrieved to input times that did not
19 reflect their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual
20 time worked by Plaintiffs and other Aggrieved Employees, including by requiring off the clock work
21 as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of all
22 earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare
23 Commission requirements and other applicable laws and regulations. As a result of these violations,
24 Defendants also failed to timely pay all wages earned in accordance with California Labor Code §
25 1194.

26 16. To the extent minimum wage compensation is determined to be owed to the
27 aggrieved employees who have terminated their employment, Defendants’ conduct also violates
28 Labor Code §§ 201 and/or 202. Defendants’ failure to timely pay all wages owed also violated Labor

1 Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of
2 inaccurate wage statements.

3 17. Defendants have the ability to pay minimum wages for all time worked and have
4 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
5 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.
6 Defendants' conduct as alleged herein was willful, intentional and not in good faith.

7 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

8 18. At all relevant times mentioned herein, Defendants had and have a policy or practice
9 of failing to pay overtime wages to Plaintiffs and other Aggrieved Employees in the State of
10 California in violation of California state wage and hour laws as a result of, without limitation,
11 Plaintiffs and other Aggrieved Employees working over eight (8) hours per day, forty (40) hours
12 per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime
13 wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually
14 worked; engaging, suffering, or permitting employees to work off the clock, including, without
15 limitation, by requiring employees: to remain on-call, to suffer under Defendants' control to
16 complete pre-shift tasks before clocking in and post-shift tasks after clocking out (including
17 answering calls from dispatch and others), to clock out for meal periods and continue working, to
18 don and doff safety equipment off the clock, to attend company meetings off the clock, to make
19 phone calls or drive off the clock; failing to include all forms of remuneration, including non-
20 discretionary bonuses, incentive pay, meal allowances, and other forms of remuneration into the
21 regular rate of pay for the pay periods where overtime was worked and the additional compensation
22 was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee
23 time entries, editing and/or manipulation of time entries to show less hours than actually worked,
24 and for paying straight pay instead of overtime pay, to the detriment of Plaintiffs and other
25 Aggrieved Employees.

26 19. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
27 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
28 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular

1 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
2 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one
3 workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in
4 any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a
5 workweek.

6 20. Defendants had a consistent policy of not paying Employees wages for all hours
7 worked, including by requiring off the clock work as addressed above, by unlawful deductions, by
8 under-reporting actual hours worked, and by requiring Employees to do so as well. Defendants have
9 also failed to include all forms of remuneration in the regular rate of pay used to calculate and pay
10 overtime, and failed to begin paying overtime when it was incurred due to the off the clock work,
11 as detailed above.

12 21. Defendants thus had a consistent policy of not paying Employees wages for all hours
13 worked, including hours at their required regular, overtime, and double-time rates. Defendants, and
14 each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain
15 employees' hours, including Plaintiffs', or required Plaintiffs and those similarly aggrieved to do
16 so, or otherwise caused them to work off the clock to avoid paying Plaintiffs and those similarly
17 aggrieved all earned and owed straight time and overtime wages and other benefits, in violation of
18 the California Labor Code, the California Code of Regulations and the IWC Wage Orders and
19 guidelines set forth by the Division of Labor Standards and Enforcement. Defendants have also
20 violated these provisions by requiring Plaintiffs and other similarly situated non-exempt employees
21 to work through meal periods or remain under Defendants' control when they were required to be
22 clocked out or to otherwise work off the clock to complete their daily job duties and respond to
23 demands from customers and managers.

24 22. Therefore, Employees were not properly compensated, nor were they paid overtime
25 rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week.
26 Based on information and belief, Defendants did not make available to Employees a reasonable
27 protocol for correcting time records when Employees worked overtime hours or to fix incorrect time
28 entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants

1 have also violated these provisions by requiring Plaintiffs and other similarly situated aggrieved
2 employees to work through meal periods when they were required to be clocked out or to otherwise
3 work off the clock to complete their daily job duties.

4 23. Defendants' failure to pay Plaintiffs and other Aggrieved Employees the unpaid
5 balance of regular wages owed and overtime compensation for all hours worked, as required by
6 California law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the
7 applicable IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate
8 the regular rate used to calculate and pay overtime, and meal and rest premiums, as addressed above.

9 24. Defendants' failure to pay compensation in a timely fashion also constituted a
10 violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly.
11 From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that
12 provision of the California Labor Code, Defendants have failed to pay all wages and overtime
13 compensation earned by Employees. Each such failure to make a timely payment of compensation
14 to Employees constitutes a separate violation of California Labor Code § 204.

15 **MEAL-PERIOD VIOLATIONS UNDER LABOR CODE § 226.7**

16 25. At all relevant times mentioned herein, Plaintiffs and other Aggrieved Employees
17 regularly worked shifts greater than five (5) hours and in some instances, greater than ten (10) hours.
18 Pursuant to Labor Code § 512, and paragraph 11 of the applicable IWC Wage Order, an employer
19 may not employ someone for a shift of more than five (5) hours without providing him or her with
20 a meal period of not less than thirty (30) minutes or for a shift of more than ten (10) hours without
21 providing him or her with a second meal period of not less than thirty (30) minutes. However,
22 Defendants failed to provide Plaintiffs and other Aggrieved Employees with meal periods as
23 required under the Labor Code and paragraph 11 of the applicable IWC Wage Order. Plaintiffs and
24 other Aggrieved Employees were often required to work or to otherwise remain under Defendants'
25 control during meal periods, or Defendants provided them after Plaintiffs and other Aggrieved
26 Employees worked beyond the fifth hour of their shifts or Plaintiffs and other Aggrieved Employees
27 otherwise had them shortened and interrupted by work demands and requirements to perform off
28 the clock work and remain under Defendants' control. Furthermore, upon information and belief,

1 on the occasions when Plaintiffs and other Aggrieved Employees worked more than ten hours in a
2 given shift, they did so without receiving a second uninterrupted thirty-minute meal period as
3 required by law.

4 26. Defendants thus failed to provide Plaintiffs and those similarly aggrieved with meal
5 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
6 including by not providing them with the opportunity to take meal breaks, by providing them late
7 or for less than thirty minutes, or by requiring them to perform work during breaks.

8 27. Moreover, Defendants failed to compensate Plaintiffs and other Aggrieved
9 Employees for each meal period not provided or inadequately provided, as required under Labor
10 Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Orders, which provide that, if
11 an employer fails to provide an employee a meal period in accordance with this section, the
12 employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation
13 for each workday that the meal period is not provided. As detailed above, on the occasions when
14 Defendants did pay any meal period premiums, they upon information and belief underpaid them
15 by miscalculating the regular rate of compensation by not including all forms of remuneration in it.
16 Defendants thus failed to compensate the Employees for each meal period not provided or
17 inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the
18 applicable IWC Wage Order.

19 **REST-BREAK VIOLATIONS UNDER LABOR CODE § 226.7**

20 28. At all relevant times mentioned herein, Plaintiffs and other Aggrieved Employees
21 consistently worked consecutive four-hour shifts and were generally scheduled for shifts of greater
22 than 3.5 hours total, thus requiring Defendants to authorize and permit them to take rest periods.
23 Pursuant to the Labor Code and paragraph 12 of the applicable IWC Wage Order, Plaintiffs and
24 other Aggrieved Employees were entitled to paid rest breaks of not less than ten minutes for each
25 consecutive four-hour shift, and Defendants failed to provide Plaintiffs and other Aggrieved
26 Employees with timely rest breaks of not less than ten minutes for each consecutive four hour shift.
27 Defendants made no effort to schedule or otherwise authorize and permit Plaintiffs and those
28 similarly aggrieved to take lawful rest breaks. Plaintiffs and other Aggrieved Employees were often

1 required to work or to otherwise remain under Defendants' control during rest periods he was ever
2 able to take, including by responding to work requirements, and had breaks provided untimely as a
3 result of the above described off the clock work.

4 29. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide
5 that employers must authorize and permit all employees to take rest periods at the rate of ten minutes
6 net rest time per four (4) work hours. Labor Code §§ 226.7 and paragraphs 12 and 20 of the
7 applicable IWC Wage Orders provide that if an employer fails to provide an employee rest period
8 in accordance with this section, the employer shall pay the employee one hour of pay at the
9 employee's regular rate of compensation for each workday that the rest period is not provided.
10 Defendants failed to do so. Defendants and each of them, have therefore intentionally and
11 improperly denied rest periods to Plaintiffs and those similarly aggrieved in violation of Labor Code
12 §§ 226.7 and 512 and paragraph 12 of the applicable IWC Wage Orders. Moreover, Defendants did
13 not compensate Plaintiffs and other Aggrieved Employees with an additional hour of pay at each
14 Employee's hourly rate for each day that Defendants failed to provide them with adequate rest
15 breaks, as required under Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC
16 Wage Orders.

17 **FAILURE TO PAY REPORTING TIME PAY UNDER**
18 **WAGE ORDER 4-2001, 8 CCR § 11040(5)**

19 30. Wage Order 4-2001 provides that "[e]ach workday an employee is required to report
20 for work and does report, but is not put to work or is furnished less than half said employee's usual
21 or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but
22 in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate
23 of pay, which shall not be less than the minimum wage." Cal. Code Regs., tit, 8, § 11040(5)(A).

24 31. As set forth herein, Plaintiffs and other Aggrieved Employees were required to
25 report for work and were sent home before half of their scheduled days' work. Defendants failed to
26 pay Plaintiffs and other Aggrieved Employees for half of their scheduled days' work in violation
27 of the applicable Wage Order.
28

32. As a direct and proximate results of Defendants' actions as set forth herein, Plaintiffs and other Aggrieved Employes have been damaged in that Plaintiffs and other Aggrieved Employes have not been paid all required reporting time pay.

VIOLATION OF LABOR CODE § 226(a)

33. At all relevant times mentioned herein, Defendants had and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish Plaintiffs and other Aggrieved Employees with itemized wage statements that accurately reflect gross wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name of the employer and/or the name and address of the legal entity securing the employer's services if the employer is a farm labor contractor; and other such information as required by Labor Code section 226, subdivision (a).

34. Throughout the liability period, Defendants intentionally failed to furnish to Plaintiffs and those similarly aggrieved, upon each payment of wages, itemized statements accurately showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory requirements. Defendants knowingly and intentionally failed to provide Plaintiffs and those similarly aggrieved with such timely and accurate wage and hour statements.

35. At all relevant times mentioned herein, Defendants had and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish Plaintiffs and other Aggrieved Employees with documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records

1 under Labor Code section 1174, making it difficult for Plaintiffs and other Aggrieved Employees to
2 calculate their unpaid wages and/or premium payments, to the detriment of Plaintiffs and other
3 Aggrieved Employees.

4 **VIOLATION OF LABOR CODE § 226 and 1198**

5 36. Pursuant to California Labor Code § 226, current and former employees have the
6 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable
7 request to their employer. Under this statute, an employer that receives a request to inspect or receive
8 a copy of records pertaining to a current or former employee must comply with the request as soon
9 as practicable, but no later than twenty-one calendar days from the date of the request.

10 37. Pursuant to California Labor Code § 1198.5(a), every current and former employee,
11 or his or her representative, has the right to inspect and receive a copy of the personnel records that
12 the employer maintains relating to the employee's performance or to any grievance concerning the
13 employee. Under this statute, upon written request from a current or former employee or his or her
14 representative, an employer must make the contents of those personnel records available for
15 inspection or provide a copy of the personnel records to the current or former employee, or his or
16 her representative, not later than thirty calendar days from the date the employer receives the written
17 request, subject to some limited exceptions. Failure to comply with these requests allows for a civil
18 penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and 226(f).

19 38. Plaintiffs sent written requests through their counsel to Defendants for their payroll
20 records, timecards, and personnel records. However, Plaintiffs have not received all of their
21 requested records as of the date of this Complaint. Defendants violated California Labor Code §§
22 226 and 1198.5 by failing to timely produce the required records requested by Plaintiffs. On
23 information and belief, Defendants' failure to provide Plaintiffs with all of his requested employment
24 records is not an isolated incident, but was instead consistent with Defendants' policy and practice
25 that applied to Plaintiffs and other Aggrieved Employees.

26 **VIOLATION OF LABOR CODE § 227.3**

27 39. At all relevant times mentioned herein, Defendants had and have a policy or practice
28 of failing to timely pay Plaintiffs and other Aggrieved Employees, among other wages, all wages

1 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
2 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
3 Code sections 201, 202, and 203.

4 40. At all relevant times herein, Defendants had and have a policy or practice of failing
5 to pay Plaintiffs and Aggrieved Employees their paid time off and vacation time owed upon
6 separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3
7 and applicable Wage Orders.

8 **VIOLATION OF LABOR CODE § 2802**

9 41. At all relevant times mentioned herein, Defendants have had a policy or practice of
10 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
11 limitation, Plaintiffs and other Aggrieved Employees, with their costs incurred for driving personal
12 vehicles (*i.e.*, mileage and gas), for the purchase of tools and safety equipment, for the purchase and
13 maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of
14 their duties, or of their obedience to the directions of Defendants, as required by Labor Code 2802.

15 42. Plaintiffs are informed and believe and based thereon alleges that throughout the
16 period applicable, Defendants required Plaintiffs and those similarly aggrieved to pay for necessary
17 work-related expenses they incurred. These included the cell phone and mobile internet-related
18 expenses Plaintiffs and other Aggrieved Employees incurred in responding to calls from
19 management and clocking in on Defendants' timekeeping system. This also included home office-
20 related expenses such as internet and computer usage incurred while working remotely in 2020 at
21 the height of the COVID-19 pandemic. Defendants also failed to reimburse Plaintiffs and other
22 Aggrieved Employees for mileage incurred while traveling as required by Defendants. Plaintiffs and
23 similarly aggrieved employees must be reimbursed for these necessary business expenses under
24 Labor Code § 2802 and Defendants systematically failed to do so.

25 43. Defendants thus followed a uniform policy and practice of failing to reimburse
26 Plaintiffs and other Aggrieved Employees for these necessary work-related expenses or losses
27 incurred in direct discharge of their job duties during employment with Defendants and at the
28

1 direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders,
2 paragraph 9.

3 44. Defendants' knowing and willful failure to reimburse lawful necessary work related
4 expenses and losses to Plaintiffs and similarly aggrieved employees resulted in damages because,
5 among other things, Defendants did not inform employees of their right to be reimbursed for those
6 work-related expenses. As Defendants failed to inform and misled Plaintiffs and similarly aggrieved
7 employees with regard to their rights, Plaintiffs and similarly aggrieved employees were led to
8 believe that incurring those lawful and necessary expenses was an expected and essential function
9 of their employment with Defendants and that failure to incur those expenses would have adverse
10 consequences on their employment.

11 **VIOLATION OF LABOR CODE § 2810.5**

12 45. At all relevant times mentioned herein, Defendants have had a policy or practice of
13 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
14 Protection Act of 2011) by, among other things, failing to provide Plaintiffs and other Aggrieved
15 Employees with the rates of pay and overtime rates of pay applicable to their employment;
16 allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the
17 name, address, and telephone number of the workers' compensation insurance carrier; information
18 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
19 under Labor Code section 2810.5.

20 **VIOLATION OF LABOR CODE § 245**

21 46. At all relevant times mentioned herein, Defendants failed to provide Plaintiffs and
22 other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to
23 California law (including, without limitation Labor Code section 245, *et seq.*), and also did not
24 permit its use upon request as contemplated under California laws, to the detriment of Plaintiffs and
25 all other Aggrieved Employees.

26 **VIOLATION OF LABOR CODE § 204**

27 47. At all relevant times mentioned herein, Defendants have had a policy or practice of
28 failing to pay Plaintiffs and Aggrieved Employees their wages in accordance with Labor Code

1 Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of
2 any calendar month shall be paid for between the 16th and 26th day of the month during which the
3 labor was performed, and labor performed between the 16th and the last day, inclusive of any
4 calendar month, shall be paid for between the 1st and 10th day of the following month.”

5 48. Defendants violated Labor Code § 204 by systematically refusing to timely pay
6 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
7 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
8 payday for the period involved, not less than the applicable minimum wage for all hours worked in
9 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
10 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

11 **VIOLATION OF LABOR CODE § 221**

12 49. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or
13 receive from an employee any part of wages theretofore paid by said employer to said employee.”
14 Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and
15 public policy, an employer must timely pay its employees for all hours worked. Defendants failed
16 to do so. At all relevant times mentioned herein, Defendants unlawfully received and/or collected
17 wages from the Plaintiffs and other Aggrieved Employees by requiring off the clock work, by
18 miscalculating overtime, and by not paying one hour of pay at the regular rate of compensation for
19 every meal and rest period violation endured by Plaintiffs and those similarly aggrieved, as alleged
20 above. By not compensating Plaintiffs and other Aggrieved Employees for all hours worked and
21 meal and rest period premiums, Defendants unlawfully deducted wages earned in violation of Labor
22 Code § 221.

23 **VIOLATION OF LABOR CODE § 203**

24 50. Plaintiffs and numerous similarly aggrieved employees of Defendants are no longer
25 employed by Defendants; they either quit Defendants’ employ or were terminated therefrom.
26 Defendants failed to pay these employees all wages due and certain at the time of termination or
27 within seventy-two hours of resignation. The wages withheld from these Aggrieved Employees by
28 Defendants remained due and owing for more than thirty days from the date of separation from

1 employment. Defendants thus failed to pay Plaintiffs and those similarly aggrieved without
2 abatement, all wages as defined by applicable California law. Among other things, these Aggrieved
3 Employees were not paid all regular and overtime wages, including by Defendants failing to pay for
4 all hours worked or requiring off the clock work or by unlawfully under-recording time entries to
5 the detriment of Aggrieved Employees, and Defendants failed to pay premium wages owed for
6 unprovided meal periods and rest periods, as further detailed in this Complaint. Defendants' failure
7 to pay said wages within the required time was willful within the meaning of Labor Code § 203.

8 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

9 51. California Labor Code § 1174 requires that all employers shall keep accurate time
10 and wage records for all employees. California Labor Code § 1174.5 further requires that any
11 employee suffering injury due to a willful violation of the aforementioned obligations may seek
12 damages, including civil penalties, from the employer. During the course of Plaintiffs' and other
13 Aggrieved Employees' employment, Defendants consistently failed to maintain accurate time and
14 wage records for Plaintiffs and other Aggrieved Employees as required by California Labor Code §
15 1174 by failing to pay them proper wages, overtime, and premium pay as discussed above and
16 failing to document and pay for actual hours worked. Defendants are also required by the California
17 Labor Code § 1198 and the applicable Wage Order to maintain a tracking system that accurately
18 records the times during which employees work. Defendants have maintained a common unlawful
19 policy and practice of failing to accurately record all hours worked and all meal period start and end
20 times. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew
21 wages to be due but failed to pay them.

22 52. At all relevant times mentioned herein, Defendants had and have a policy or practice
23 of preventing Plaintiffs and/or Aggrieved Employees from using or disclosing the skills, knowledge
24 and experience they obtained at Defendants for purposes of competing with Defendants, including,
25 without limitation, preventing Aggrieved Employees from disclosing their wages in negotiating a
26 new job with a prospective employer, and from disclosing who else works at Defendants and under
27 what circumstances that they might be receptive to an offer from a rival employer. Plaintiffs are
28 informed and believe that this policy and/or practice violates Business and Professions Code

1 sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code,
2 including Labor Code sections 232, 232.5, and 1197.5, subdivision (k).

3 53. Defendants had and have a policy or practice of preventing Plaintiffs and/or other
4 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
5 to their managers or outside to private attorneys or government officials, among others, in violation
6 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
7 1102.5. In addition, Plaintiffs are informed and believe that Defendants' herein-described policies
8 and/or practices prevent Plaintiffs and/or other Aggrieved Employees from disclosing information
9 about unsafe or discriminatory working conditions, or about wage and hour violations in violation
10 of Labor Code section 232 and 232.5.

11 54. Defendants had and have a policy or practice of preventing Plaintiffs and/or other
12 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state
13 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,
14 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
15 subdivision (k). Plaintiffs are informed and believe that this lawful conduct includes the exercise
16 of Plaintiffs' and/or other Aggrieved Employees' constitutional rights of freedom of speech and
17 economic liberty.

18 55. Plaintiffs, in Plaintiffs' representative capacity, seeks civil penalties under Labor
19 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
20 the California Labor Code as described above, including on behalf of Plaintiffs and other Aggrieved
21 Employees pursuant to PAGA.

22 **PARTIES**

23 **A. Plaintiffs**

24 56. Plaintiff Diana Pedraza Lopez is a resident of the State of California. At all relevant
25 times herein, Plaintiff Diana Pedraza Lopez is informed and believes, and based thereon alleges that
26 Defendants employed Plaintiff Diana Pedraza Lopez as a non-exempt employee, with duties that
27 included, but were not limited to, creating lesson plans and teaching. Plaintiff Diana Pedraza Lopez
28

1 is informed and believes, and based thereon alleges that Plaintiff Diana Pedraza Lopez worked for
2 Defendants from approximately October of 2019 through approximately March of 2023.

3 57. Plaintiff Gabriella Reyes Rubalcava is a resident of the State of California. At all
4 relevant times herein, Plaintiff Gabriella Reyes Rubalcava is informed and believes, and based
5 thereon alleges that Defendants employed Plaintiff Gabriella Reyes Rubalcava as a non-exempt
6 employee, with duties that included, but were not limited to, creating lesson plans and teaching.
7 Plaintiff Gabriella Reyes Rubalcava is informed and believes, and based thereon alleges that
8 Plaintiff Gabriella Reyes Rubalcava worked for Defendants from approximately September of 2021
9 through approximately August of 2022.

10 58. Plaintiff Jonathan F. Aikens is a resident of the State of California. At all relevant
11 times herein, Plaintiff Jonathan F. Aikens is informed and believes, and based thereon alleges that
12 Defendants employed Plaintiff Jonathan F. Aikens as a Graduate Employment Specialist at
13 Defendants' facilities and locations in California. Plaintiff Jonathan F. Aikens is informed and
14 believes, and based thereon alleges that Plaintiff Jonathan F. Aikens worked for Defendants from
15 approximately 2011 through approximately March 23, 2023.

16 **B. Defendants**

17 59. Plaintiffs are informed and believe and based thereon allege that defendant Concorde
18 is, and at all times relevant hereto was, a limited liability company organized and existing under and
19 by virtue of the laws of the State of California and doing business in the County of San Bernardino,
20 State of California.

21 60. Plaintiffs are informed and believe and based thereon allege that defendant Frazier
22 is, and at all times relevant hereto was, an individual residing in Kansas, as well as CEO and CFO
23 of Concorde, and DOES 1 through 100, as further defined below. Plaintiffs are further informed
24 and believe and based thereon allege that Frazier violated, or caused to be violated, the above-
25 referenced and below-referenced Labor Code provisions in violation of Labor Code section 558.1.

26 61. Plaintiffs are informed and believe and based thereon allege that defendant Hatcher
27 is, and at all times relevant hereto was, an individual residing in Kansas, as well as secretary of
28 Concorde, and DOES 1 through 100, as further defined below. Plaintiffs are further informed and

1 believe and based thereon allege that Hatcher violated, or caused to be violated, the above-
2 referenced and below-referenced Labor Code provisions in violation of Labor Code section 558.1.

3 62. Plaintiffs are informed and believe and based thereon allege that defendant Bradshaw
4 is, and at all times relevant hereto was, an individual residing in California, as well as Campus
5 President of Concorde, and DOES 1 through 100, as further defined below. Plaintiffs are further
6 informed and believe and based thereon allege that Bradshaw violated, or caused to be violated, the
7 above-referenced and below-referenced Labor Code provisions in violation of Labor Code section
8 558.1.

9 63. The true names and capacities, whether individual, corporate, associate, or otherwise,
10 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs,
11 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
12 Plaintiffs are informed and believe and based thereon allege that each of the defendants designated
13 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
14 Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities
15 of the defendants designated hereinafter as DOES when such identities become known. Plaintiffs
16 are informed and believe, and based thereon allege, that each defendant acted in all respects pertinent
17 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
18 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
19 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
20 include Concorde, Frazier, Hatcher, Bradshaw, and any of their parent, subsidiary, or affiliated
21 companies within the State of California, as well as DOES 1 through 100 identified herein.

22 **JOINT LIABILITY ALLEGATIONS**

23 64. Plaintiffs are informed and believe and based thereon allege that all the times
24 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
25 representative, joint venture or co-conspirator of each of the other defendants, either actually or
26 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
27 employment, joint venture, and conspiracy.

28 ///

1 65. All of the acts and conduct described herein of each and every corporate defendant
2 was duly authorized, ordered, and directed by the respective and collective defendant corporate
3 employers, and the officers and management-level employees of said corporate employers. In
4 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
5 their said employees, agents, and representatives, and each of them; and upon completion of the
6 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
7 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
8 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
9 aforementioned corporate employees, agents and representatives.

10 66. Plaintiffs are further informed and believe and based thereon allege that Frazier,
11 Hatcher, and Bradshaw violated, or caused to be violated, the above-referenced and below-
12 referenced Labor Code provisions in violation of Labor Code section 558.1.

13 67. Plaintiffs are informed and believe, and based thereon allege, that there exists such a
14 unity of interest and ownership between Defendants, and each of them, that their individuality and
15 separateness have ceased to exist.

16 68. Plaintiffs are informed and believe, and based thereon allege that despite the
17 formation of the purported corporate existence of Concorde, and DOES 1 through 50, inclusive (the
18 “Alter Ego Defendants”), they, and each of them, are one and the same with Frazier, Hatcher,
19 Bradshaw and DOES 51 through 100 (“Individual Defendants”), and each of them, due to, but not
20 limited to, the following reasons:

21 a. The Alter Ego Defendants are completely dominated and controlled by the
22 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
23 as set forth in this Complaint, and who have hidden and currently hide behind the Alter Ego
24 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
25 inequitable purpose;

26 b. The Individual Defendants derive actual and significant monetary benefits by
27 and through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego Defendants as
28 the funding source for the Individual Defendants’ own personal expenditures;

1 c. Plaintiffs are informed and believe, and thereon allege, that the Individual
2 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear
3 as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
4 accomplishing some other wrongful or inequitable purpose;

5 d. Plaintiffs are informed and believe, and thereon allege, that the business affairs
6 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned
7 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
8 are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein
9 were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of
10 their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
11 herein were, the alter egos of the Individual Defendants;

12 e. The recognition of the separate existence of the Individual Defendants from
13 the Alter Ego Defendants would promote injustice insofar that it would permit these defendants to
14 insulate themselves from liability to Plaintiffs for violations to the Civil Code, Government Code,
15 and other statutory violations. The corporate existence of these defendants should thus be
16 disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud
17 and injustice to Plaintiffs herein;

18 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the
19 Individual Defendants (and vice versa), and the fiction of their separate corporate existence must be
20 disregarded.

21 69. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
22 thereon allege that Defendants, and each of them, are joint employers.

23 **FIRST CAUSE OF ACTION**

24 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

25 70. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in
26 full herein.

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71. Plaintiffs and the similarly aggrieved employees are “Aggrieved Employees” as defined under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and either were or are employed by Defendants during the relevant time period.

72. In failing to pay Plaintiffs and other Aggrieved Employees minimum wages and overtime, not providing proper meal and rest periods, failing to provide accurate itemized wage statements, failing to pay sick pay and vacation wages, and failing to pay Plaintiffs and other Aggrieved Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Plaintiffs and other Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Plaintiffs and other Aggrieved Employees , as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders.

73. As such, Plaintiffs and other Aggrieved Employees seek wages and penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, inter alia, on the following California Labor Code sections: 201, 202, 203, 204, 210, 226, 226.3, 226.7, 245, 246, 248.1, 248.2, 248.5, 432, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1197.4, 1198, 1198.5, 1199, 2802, 2810.5, and 2698 *et seq.*

74. More specifically, after complying with the notice procedures of Labor Code § 2699.3, Plaintiffs assert, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions, including as follows:

(Failure to Pay Minimum Wages)

75. Plaintiffs assert a PAGA claim for failure to provide Plaintiffs and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558,

1 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant
2 to Labor Code § 2699(g)(1).

3 **(Failure to Provide Compliant Meal and Rest Breaks)**

4 76. Plaintiffs assert a PAGA claim for failure to provide Plaintiffs and the Aggrieved
5 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to
6 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
7 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC
8 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under
9 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558,
10 including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant
11 to Labor Code § 2699(g)(1).

12 **(Civil Penalties Under Labor Code § 210)**

13 77. Plaintiffs re-allege each and every allegation set forth in the preceding paragraphs
14 and incorporates each by reference as though fully set forth hereat.

15 78. Plaintiffs assert a PAGA claim for failure to timely pay all wages owed, including at
16 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204,
17 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§
18 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC
19 Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

20 79. At all relevant times herein, Labor Code section 204, requires and required that:
21 "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
22 between the 16th and 26th day of the month during which the labor was performed, and labor
23 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
24 between the 1st and 10th day of the following month."

25 80. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
26 that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this
27 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
28 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any

1 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
2 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
3 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

4 81. At all relevant times herein, Defendants have had a consistent policy or practice of
5 failing to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as
6 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiffs and other
7 Aggrieved Employees are entitled to recover civil penalties for Defendants’ violations of Labor
8 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
9 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee
10 for each subsequent violation in connection with each payment that was made in violation of Labor
11 Code section 204.

12 **(Civil Penalties Under Labor Code § 226.3)**

13 82. Plaintiffs re-allege each and every allegation set forth in the preceding paragraphs
14 and incorporates each by reference as though fully set forth hereat.

15 83. Defendants had and have a policy or practice of failing to comply with Labor Code
16 section 226, subdivision (a) by intentionally failing to furnish Plaintiffs and Aggrieved Employees
17 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
18 wages earned; the name and address of each employer with whom they have been placed to work;
19 all applicable hourly rates in effect during the pay period and the corresponding number of hours
20 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
21 entity securing the employer’s services if the employer is a farm labor contractor; and other such
22 information as required by Labor Code section 226, subdivision (a).

23 84. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
24 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
25 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
26 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
27 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

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85. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in this section are in addition to any other penalty provided by law.”

86. Plaintiffs are informed and believe, and based thereon allege, that Defendants had and have a policy or practice of failing to furnish non-exempt employees, including, without limitation, Plaintiffs, with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the corresponding number of hours worked at each hourly rate in effect during the pay period; the legal name of the employer and/or the name and address of the legal entity securing the employer's services if the employer is a farm labor contractor; and other such information as required by Labor Code section 226, subdivision (a).

(Violation of Labor Code § 246)

87. Plaintiffs assert a PAGA claim for Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

(Violation of Labor Code § 558)

88. Plaintiffs re-allege each and every allegation set forth in the preceding paragraphs and incorporates each by reference as though fully set forth hereat.

89. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil penalty as follows:

- (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;

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1 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
2 employee for each pay period for which the employee was underpaid in addition to
3 an amount sufficient to recover underpaid wages;

4 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

5 90. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
6 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
7 causing Plaintiffs and other Aggrieved Employees not to: be paid overtime wages and minimum
8 wages; receive meal and rest periods or compensation in lieu thereof; be paid timely wages during
9 their employment and after their employment separation; receive accurate, itemized wage
10 statements; be provided with the opportunity to inspect employment records; be provided with
11 notice as required under Labor Code section 2810.5; be provided with the proper accrual and use of
12 paid sick leave; and/or be paid out all paid time off and/or vacation wages owed at the proper rate
13 of pay.

14 91. As a direct and proximate result of the herein-described Labor Code violations,
15 pursuant to Labor Code section 558, Plaintiffs and other Aggrieved Employees are entitled to
16 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty
17 dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred
18 dollars (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

19 **(Violation of Labor Code § 1174.5)**

20 92. Plaintiffs re-allege each and every allegation set forth in the preceding paragraphs
21 and incorporates each by reference as though fully set forth hereat.

22 93. Plaintiffs assert a PAGA claim for failure to provide Plaintiffs and the Aggrieved
23 Employees with accurate, itemized wage statements and failure to maintain employment records for
24 Plaintiffs and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections
25 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties
26 and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and
27 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys’ fees and
28 costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage

1 statements and failing to maintain records as required under Labor Code § 226(a), Defendants
2 committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in
3 addition to other penalties provided by law, subjects Defendants to “a penalty in the amount of two
4 hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars
5 (\$1,000) per employee for each violation in a subsequent citation, ...”.

6 94. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
7 every person employing labor in California to “[a]llow any member of the commission or the
8 employees of the Division of Labor Standards Enforcement free access to the place of business or
9 employment of the person to secure any information or make any investigation that they are
10 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
11 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
12 or papers of the person.”

13 95. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
14 every person employing labor in California to “[k]eep a record showing the names and addresses of
15 all employees employed and the ages of all minors.”

16 96. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
17 every person employing labor in California to “[k]eep, at a central location in the state or at the
18 plants or establishments at which employees are employed, payroll records showing the hours
19 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
20 piece rate paid to, employees employed at the respective plants or establishments. These records
21 shall be kept in accordance with rules established for this purpose by the commission, but in any
22 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
23 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
24 earned.”

25 97. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
26 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
27 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
28 member of the commission or employees of the division to inspect records pursuant to subdivision

1 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

2 98. Plaintiffs are informed and believe, and based thereon allege, that Defendants have
3 willfully failed to maintain the records required by Labor Code subdivision (c), failed to maintain
4 accurate and complete records required by Labor Code subdivision (d), and/or failed to allow
5 inspection of records as required by Labor Code subdivision (b).

6 99. As a direct and proximate result of the herein-described Labor Code violations,
7 pursuant to Labor Code section 1174.5, Plaintiffs and other Aggrieved Employees are entitled to
8 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
9 hundred dollars (\$500) per violation per Aggrieved Employee.

10 **(Violation of Labor Code § 1197.1)**

11 100. Plaintiffs re-allege each and every allegation set forth in the preceding paragraphs
12 and incorporates each by reference as though fully set forth hereat.

13 101. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
14 person acting either individually or as an officer, agent, or employee of another person, who pays
15 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
16 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
17 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
18 Section 203 as follows:

19 (1) For any initial violation that is intentionally committed, one hundred dollars
20 (\$100) for each underpaid employee for each pay period for which the
21 employee is underpaid. This amount shall be in addition to an amount
22 sufficient to recover underpaid wages, liquidated damages pursuant to Section
23 1194.2, and any applicable penalties imposed pursuant to Section 203.

24 (2) For each subsequent violation for the same specific offense, two hundred fifty
25 dollars (\$250) for each underpaid employee for each pay period for which the
26 employee is underpaid regardless of whether the initial violation is
27 intentionally committed. This amount shall be in addition to an amount
28

1 sufficient to recover underpaid wages, liquidated damages pursuant to Section
2 1194.2, and any applicable penalties imposed pursuant to Section 203.

3 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
4 Section 203, recovered pursuant to this section shall be paid to the affected
5 employee.”

6 102. Plaintiffs are informed and believe, and based thereon allege, that Defendants caused
7 Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants,
8 without limitation, routinely failing to pay Plaintiffs or other Aggrieved Employees’ wages for all
9 hours worked or otherwise under Defendants’ control due to, without limitation, routinely failing to
10 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
11 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
12 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock.

13 103. As a direct and proximate result of the herein-described Labor Code violations,
14 pursuant to Labor Code section 1197.1, Plaintiffs and other Aggrieved Employees are entitled to
15 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one
16 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
17 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
18 subsequent violation.

19 **(Civil Penalties Under Labor Code § 2802)**

20 104. Plaintiffs re-allege each and every allegation set forth in the preceding paragraphs
21 and incorporates each by reference as though fully set forth herein.

22 105. Plaintiffs allege a PAGA claim for Defendants’ unlawful deductions from wages and
23 for Defendants’ failure to reimburse the necessary work related expenses incurred under Labor Code
24 §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage
25 Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1,
26 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also
27 attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

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(Failure to Pay Reporting Time Pay)

106. Plaintiffs re-allege each and every allegation set forth in the preceding paragraphs and incorporates each by reference as though fully set forth herein.

107. Plaintiffs allege a PAGA claim for Defendants failure to provide Employees with all their required reporting time pay in violation of Wage Order 4-2001 and 8 § CCR 11040(5) and civil and statutory penalties available and applicable under Labor Code §§ 204, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

(Civil Penalties Under Labor Code § 2699)

108. Plaintiffs re-allege each and every allegation set forth in the preceding paragraphs and incorporates each by reference as though fully set forth hereat.

109. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

110. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor Code except those for which a civil penalty is specifically provided, the established civil penalty for a violation of those provisions is as follows: if, at the time of the alleged violation, the person employs one or more employees, the civil penalty is 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.

111. Plaintiffs are informed and believe and based thereon allege that Defendants, and each of them, violated the Labor Code sections described herein, including, without limitation, for the failure to: pay overtime wages and minimum wages; provide meal and rest periods or compensation in lieu thereof; provide accurate, itemized wage statements; pay timely wages during employment and after employment separation; maintain records and provide employees the

1 opportunity to inspect employment records; reimburse Aggrieved Employees for costs incurred in
2 furtherance of their work duties and unlawful deductions from wages; provide notice as required
3 under Labor Code section 2810.5; provide the proper accrual and use of paid sick leave; paying
4 employees all owed paid time off and vacation time owed by separation at the proper rate of pay;
5 and placing restraints on competition, whistleblowing and freedom of speech, entitling Plaintiffs
6 and other Aggrieved Employees to civil penalties for each of these Labor Code violations in the
7 amounts set forth in Labor Code section 2699, subdivision (f).

8 **(All Other Alleged Violations of the Labor Code and IWC Wage Orders)**

9 112. Labor Code §§ 2810.5, and any above addressed violation of the applicable
10 provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198
11 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code §
12 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs
13 pursuant to Labor Code § 2699(g)(1).

14 113. Plaintiffs have exhausted their administrative remedies by submitting a certified
15 letter to the LWDA and Defendants addressing in detail the specific provisions of the Labor Code
16 Defendants have violated and addressing the facts and legal theories to support the alleged violations
17 and requested penalties. The LWDA has not provided notice of its intent to investigate the alleged
18 violations within 65 calendar days of the postmark date of the letter, and Plaintiffs adds this claim
19 seeking penalties under the PAGA for the violations addressed herein and in the PAGA Notice letter
20 and the original Complaint.

21 114. Moreover, Plaintiffs and other Aggrieved Employees within the State of California
22 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
23 connection with their herein-described claims for civil penalties.

24 **PRAYER**

25 **WHEREFORE**, on behalf of Plaintiffs and Aggrieved Employees, Plaintiffs pray for
26 judgment against Defendants as follows:

- 27 A. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;
28 B. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,

- 1 1174.5, 1197.1, and 2699 as may be proven;
- 2 C. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
- 3 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 4 D. Pre-judgment and post-judgment interest;
- 5 E. For costs of suit incurred herein; and
- 6 F. Such other and further relief as the Court deems just and proper.

7

8 Dated: June 30, 2025

BIBIYAN LAW GROUP, P.C.

9

10 BY: /s/ Brandon M. Chang

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VEDANG J. PATEL

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12 Attorneys for Plaintiffs DIANA LOPEZ
13 PEDRAZA, and GABRIELLA REYES
14 RUBALCAVA, as an aggrieved employee,
and on behalf of all other aggrieved employees
under the Labor Code Private Attorneys'
General Act of 2004

15

16 Dated: June 30, 2025

D.LAW, INC.

17

18 BY: /s/ Antonia McKee

19 Emil Davtyan

David Yeremian

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Enoch J. Kim

21 Antonia McKee

22 Attorneys for Plaintiff JONATHAN F. AIKENS and on
23 behalf of all other aggrieved employees under the
Labor Code Private Attorneys' General Act of 2004

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25

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1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs hereby demand trial of their claims by jury to the extent authorized by law.

3
4 Dated: June 30, 2025

BIBIYAN LAW GROUP, P.C.

5
6
7 BY: /s/ Brandon M. Chang

8 DAVID D. BIBIYAN

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9 RUBALCAVA, as an aggrieved employee,

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11 under the Labor Code Private Attorneys'

12 General Act of 2004

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19 behalf of all other aggrieved employees under the

20 Labor Code Private Attorneys' General Act of 2004