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Attorneys for Plaintiff, JULIE MORALES,
as an aggrieved employee, and on behalf of all other
aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

JULIE MORALES, as an aggrieved employee,
and on behalf of all other aggrieved employees
under the Labor Code Private Attorneys'
General Act of 2004,

Plaintiff,

v.

UNITEK LEARNING, INC., a California
corporation; UNITEK COLLEGE
BAKERSFIELD, LLC, a California limited
liability company; UNITEK TRAINING
HEALTHCARE, LLC, a California limited
liability company; UNITEK COLLEGE
HOLDING COMPANY, LLC, a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: BCV-23-103883

REPRESENTATIVE ACTION

**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]

1 Plaintiff Julie Morales, as an aggrieved employee, and on behalf of all other aggrieved
2 employees under the Labor Code Private Attorneys' General Act of 2004, alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
5 Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against Unitek Learning, Inc.,
6 and any of their respective subsidiaries or affiliated companies within the State of California
7 ("Unitek Learning"), Unitek College Bakersfield, LLC and any of their respective subsidiaries or
8 affiliated companies within the State of California ("Unitek College"), Unitek Training Healthcare,
9 LLC and any of their respective subsidiaries or affiliated companies within the State of California
10 ("Unitek Training"), Unitek College Holding Company, LLC and any of their respective
11 subsidiaries or affiliated companies within the State of California ("Unitek Holding" and
12 collectively, with Unitek Learning, Unitek College, Unitek Training, and DOES 1 through 100, as
13 further defined below, "Defendants"), as a proxy of the Labor and Workforce Development Agency
14 of the State of California ("LWDA"), on behalf of Plaintiff and all other current and former non-
15 exempt employees of Defendants working within the Civil Penalty Period, as further defined herein,
16 and, as it pertains to the alleged claims for failure to comply with Labor Code section 2810.5, Labor
17 Code section 203, Labor Code section 226, Labor Code section 227.3, Labor Code section 245, *et*
18 *seq.*, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech on
19 behalf of all employees of Defendants working within the Civil Penalty Period (collectively,
20 "Aggrieved Employees").

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

23 3. Venue is proper in Kern County, California pursuant to Code of Civil Procedure
24 sections 392, *et seq.* because, among other things, Kern County is where the causes of action
25 complained of herein arose; the county in which the employment relationship began; the county in
26 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
27 due to be performed; and the county in which the employment contract, or part of it, between
28 Plaintiff and Defendants was actually performed. Moreover, the unlawful acts alleged herein have

1 a direct effect on Plaintiff and Aggrieved Employees in Kern County, and because Defendants
2 employ numerous Aggrieved Employees in Kern County.

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

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

14 6. During the period beginning one (1) year preceding the provision of notice to the
15 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
16 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226,
17 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197,
18 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others.

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

23 8. On or around September 1, 2023, Plaintiff provided written notice pursuant to Labor
24 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants’
25 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
26 as well as by certified mail, with return receipt requested to Defendants, and each of them.

27 9. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
28 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)

1 calendar days of the September 1, 2023 postmarked date of the herein-described notice sent by
2 Plaintiff to the LWDA and Defendants.

3 **PAGA REPRESENTATIVE ALLEGATIONS**

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

21 11. At all relevant times mentioned herein, Defendants had and have a practice or policy
22 of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
23 worked or otherwise under Defendants' control as a result of, without limitation, failing to
24 accurately track and/or pay for all minutes actually worked; by requiring employees: to remain on-
25 call; to suffer under Defendants' control to complete pre-shift tasks before clocking in and post-shift
26 tasks after clocking out, to clock out for meal periods and continue working, to attend company
27 meetings off the clock, to make phone calls the clock; detrimental rounding of employee time
28 entries, editing and/or manipulation of time entries to show less hours than actually worked; failing

1 to pay reporting time pay; paid time off and vacation time owed; and failing to pay split shift
2 premiums, to the detriment of Plaintiff and other Aggrieved Employees.

3 12. At all relevant times mentioned herein, Defendants had and have a policy or practice
4 of failing to provide Plaintiff and other Aggrieved Employees a thirty (30) minute uninterrupted,
5 timely, and complete meal period for days on which the employee worked in excess of five (5) and
6 ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal
7 periods or compensation in lieu thereof including, without limitation, by interrupting meal periods;
8 not providing timely meal periods; failing to provide first and second meal periods; providing short
9 meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal
10 periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal
11 periods; and auto-deducting meal periods that could not be auto-deducted by law or during which
12 employees worked, as required by California wage and hour laws.

13 13. At all relevant times mentioned herein, Defendants had and have a policy or practice
14 of failing to provide Plaintiff and other Aggrieved Employees paid, uninterrupted, timely, and
15 complete rest periods of at least ten (10) minutes per four (4) hours worked or major fractions
16 thereof, or compensation in lieu thereof, including, without limitation, by failing to provide rest
17 periods all together; requiring that they be bundled together and/or with meal periods; interrupting
18 them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not
19 providing them in a timely fashion; and not permitting employees to leave the premises; and
20 otherwise requiring on-duty/on-call rest periods, as required by California wage and hour laws.

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

1 15. At all relevant times mentioned herein, Defendants had and have a policy or practice
2 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
3 Plaintiff and other Aggrieved Employees with documents signed to obtain or hold employment
4 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
5 under Labor Code section 1174, making it difficult for Plaintiff and other Aggrieved Employees to
6 calculate their unpaid wages and/or premium payments, to the detriment of Plaintiff and other
7 Aggrieved Employees.

8 16. At all relevant times mentioned herein, Defendants had and have a policy or practice
9 of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages
10 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
11 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
12 Code sections 201, 202, and 203.

13 17. At all relevant times herein, Defendants had and have a policy or practice of failing
14 to pay Plaintiff and Aggrieved Employees their paid time off and vacation time owed upon
15 separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3
16 and applicable Wage Orders.

17 18. At all relevant times mentioned herein, Defendants have had a policy or practice of
18 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
19 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
20 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
21 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, for the
22 purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the
23 discharge of their duties, or of their obedience to the directions of Defendants, as required by Labor
24 Code 2802.

25 19. At all relevant times mentioned herein, Defendants have had a policy or practice of
26 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
27 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other Aggrieved
28 Employees with the rates of pay and overtime rates of pay applicable to their employment;

1 allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the
2 name, address, and telephone number of the workers' compensation insurance carrier; information
3 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
4 under Labor Code section 2810.5.

5 20. At all relevant times mentioned herein, Defendants failed to provide Plaintiff and
6 other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to
7 California law (including, without limitation Labor Code section 245, *et seq.*), and also did not
8 permit its use upon request as contemplated under California laws, to the detriment of Plaintiff and
9 all other Aggrieved Employees.

10 21. At all relevant times mentioned herein, Defendants have had a policy or practice of
11 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code
12 Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of
13 any calendar month shall be paid for between the 16th and 26th day of the month during which the
14 labor was performed, and labor performed between the 16th and the last day, inclusive of any
15 calendar month, shall be paid for between the 1st and 10th day of the following month."

16 22. At all relevant times mentioned herein, Defendants had and have a policy or practice
17 of preventing Plaintiff and/or Aggrieved Employees from using or disclosing the skills, knowledge
18 and experience they obtained at Defendants for purposes of competing with Defendants, including,
19 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
20 a prospective employer, and from disclosing who else works at Defendants and under what
21 circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed
22 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
23 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
24 Code sections 232, 232.5, and 1197.5, subdivision (k).

25 23. Defendants had and have a policy or practice of preventing Plaintiff and/or other
26 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
27 to their managers or outside to private attorneys or government officials, among others, in violation
28 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section

1 1102.5. In addition, Plaintiff is informed and believes that Defendants' herein-described policies
2 and/or practices prevent Plaintiff and/or other Aggrieved Employees from disclosing information
3 about unsafe or discriminatory working conditions, or about wage and hour violations in violation
4 of Labor Code section 232 and 232.5.

5 24. Defendants had and have a policy or practice of preventing Plaintiff and/or other
6 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state
7 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,
8 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
9 subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the exercise of
10 Plaintiff's and/or other Aggrieved Employee's constitutional rights of freedom of speech and
11 economic liberty.

12 25. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
13 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
14 the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
15 Employees pursuant to PAGA.

16 **PARTIES**

17 **A. Plaintiff**

18 26. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
19 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
20 exempt employee, with duties that included, but were not limited to being a nurse and a vocational
21 nursing instructor. Plaintiff is informed and believes that Plaintiff worked for Defendants from
22 approximately March of 2021 through at least May of 2023.

23 **B. Defendants**

24 27. Plaintiff is informed and believes and based thereon alleges that defendant Unitek
25 Learning is, and at all times relevant hereto was, corporation organized and existing under and by
26 virtue of the laws of the State of California and doing business in the County of Kern, State of
27 California.

28 28. Plaintiff is informed and believes and based thereon alleges that defendant Unitek

1 College is, and at all times relevant hereto was, corporation organized and existing under and by
2 virtue of the laws of the State of California and doing business in the County of Kern, State of
3 California.

4 29. Plaintiff is informed and believes and based thereon alleges that defendant Unitek
5 Training is, and at all times relevant hereto was, corporation organized and existing under and by
6 virtue of the laws of the State of California and doing business in the County of Kern, State of
7 California.

8 30. Plaintiff is informed and believes and based thereon alleges that defendant Unitek
9 Holding is, and at all times relevant hereto was, corporation organized and existing under and by
10 virtue of the laws of the State of California and doing business in the County of Kern, State of
11 California.

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

26 **JOINT LIABILITY ALLEGATIONS**

27 32. Plaintiff is informed and believes, and based thereon alleges, that at all times
28 mentioned herein, each of the defendants was the agent, principal, employee, employer,

1 representative, joint venture or co-conspirator of each of the other defendants, either actually or
2 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
3 employment, joint venture, and conspiracy.

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

13 34. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
14 thereon alleges that Defendants, and each of them, are joint employers.

15 **FIRST CAUSE OF ACTION**

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

17 35. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
18 preceding paragraphs as though fully set forth hereat.

19 **Civil Penalties Under Labor Code § 210**

20 36. 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 37. 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 38. At all relevant times herein, Defendants have had a consistent policy or practice of
5 failing to pay Plaintiff 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, Plaintiff 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 39. Defendants had and have a policy or practice of failing to comply with Labor Code
14 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
15 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
16 wages earned; the name and address of each employer with whom they have been placed to work;
17 all applicable hourly rates in effect during the pay period and the corresponding number of hours
18 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
19 entity securing the employer’s services if the employer is a farm labor contractor; and other such
20 information as required by Labor Code section 226, subdivision (a).

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

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

28 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants had

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

8 43. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
9 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
10 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
11 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
12 period for each subsequent violation.

13 Violation of Labor Code § 558

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

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

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

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

25 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
26 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
27 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
28 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the

1 regular payday designated by employer, the name of the employer, including any “doing business
2 as” names used, the name, address, and telephone number of the workers’ compensation insurance
3 carrier, information regarding paid sick leave, and other pertinent information.

4 46. As a direct and proximate result of the herein-described Labor Code violations,
5 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
6 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars
7 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
8 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

9 Violation of Labor Code § 1174.5

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

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

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

50. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

51. Plaintiff is informed and believes, and based thereon alleges, that Defendants have willfully failed to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174.

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

Violation of Labor Code § 1197.1

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

- (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the

1 employee is underpaid regardless of whether the initial violation is
2 intentionally committed. This amount shall be in addition to an amount
3 sufficient to recover underpaid wages, liquidated damages pursuant to Section
4 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

8 54. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
9 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
10 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ minimum wages for all
11 hours worked or otherwise under Defendants’ control due to, without limitation, routinely failing to
12 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
13 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
14 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
15 entitling Plaintiff and other aggrieved Employees to actual and liquidated damages.

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

22 Civil Penalties Under Labor Code § 2699

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

1 57. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
2 Code except those for which a civil penalty is specifically provided, the established civil penalty for
3 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
4 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
5 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
6 employee per pay period for each subsequent violation.

7 58. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
8 each of them, violated the Labor Code sections described herein, including, without limitation, for
9 the failure to: pay the rates of pay and overtime rates of pay applicable to their employment,
10 allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the
11 name of the employer, including “doing business as” names used, the name, address, and telephone
12 number of the workers’ compensation insurance carrier, information regarding paid sick leave, and
13 other pertinent information required to be disclosed by Defendants under Labor Code section
14 2810.5, failing to provide Plaintiff and other Aggrieved Employees with the amount of paid sick
15 leave required to be provided pursuant to California and local laws.

16 59. Moreover, Plaintiff and other Aggrieved Employees within the State of California
17 whom he seeks to represent are entitled to an award of reasonable attorneys’ fees and costs in
18 connection with their herein-described claims for civil penalties.

19 **REQUEST FOR JURY TRIAL**

20 60. Plaintiff hereby requests a trial by jury.

21 **PRAYER**

22 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
23 judgment against Defendants as follows:

- 24 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
25 1174.5, 1197.1, and 2699;
- 26 B. An award of reasonable attorneys’ fees and costs pursuant to Labor Code sections
27 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 28 C. Pre-judgment and post-judgment interest;

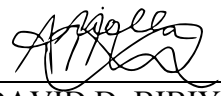
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D. For costs of suit incurred herein; and

E. Such other and further relief as the Court deems just and proper.

Dated: November 17, 2023

BIBIYAN LAW GROUP, P.C.

BY: 

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Attorneys for Plaintiff JULIE MORALES, as
an aggrieved employee, and on behalf of all
other aggrieved employees under the Labor
Code Private Attorneys' General Act of 2004,