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and all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

AILEEN TANG, on behalf of herself and all
others similarly situated,

PLAINTIFF,

v.

JUNI LEARNING, INC., a Delaware
Corporation; and DOES 1 through 100,
inclusive

DEFENDANTS.

Case No. 24STCV04603

FIRST AMENDED CLASS ACTION
COMPLAINT

1. **Failure to Pay Wages;**
2. **Failure to Reimburse Business Expenses;**
3. **Failure to Provide Accurate Wage Statements;**
4. **Failure to Pay All Wages Due at Separation;**
5. **Unfair Competition;**
6. **Private Attorneys General Act**

DEMAND FOR JURY TRIAL

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I. INTRODUCTION

This is an action brought by Plaintiff Aileen Tang (“Plaintiff”), on her behalf and all others similarly situated, against Juni Learning, Inc., a Delaware Corporation; and other as of yet unnamed DOE Defendants 1-100 (hereinafter collectively “Defendants”) alleging, among other things violations of the California Labor Code and Unfair Competition Law. Plaintiff seeks, on behalf of herself and all others similarly situated, damages, attorneys’ fees and costs of suit. Plaintiff is informed and believes, and on that basis alleges, as follows:

II. GENERAL ALLEGATIONS

1. This class action arises from wage and hour violations for, among other things, Defendants failure to compensate its hourly non-exempt employees in California, who provided online teaching/instruction services, in compliance with California law. As more fully described herein, Defendants failed and continue to fail to compensate Plaintiff and class members the full amount of minimum and/or overtime wages, while engaging in other Labor Code violations such as failing to reimburse business expenses, provide complete and accurate wage statements, pay all wages due at separation, and violations of the applicable Industrial Welfare Commissions Wage Order.

2. Plaintiff seeks among other things, all wages, restitutionary disgorgement, and statutory penalties. Plaintiff seeks to represent the following Class:

All current and former hourly non-exempt employees of Defendants, in the state of California, who provided online teaching/instruction services for Defendants at any point from four (4) years prior to filing this action through the date of class certification (“the Class”).

3. This Court is the proper court, and this action is properly filed in Los Angeles County and in this judicial district because Plaintiff is a former hourly non-exempt employee for Defendants who provided remote, online teaching/instruction services, as a resident of the County of Los Angeles, California.

4. Defendants maintain a business location in San Francisco, California, and engage in acts and omissions throughout the state of California through their authorization of remote work throughout the state of California.

1 5. Plaintiff is informed and believes, and thereon alleges that Juni Learning, Inc. is
2 a Delaware corporation.

3 6. The true names and capacities, whether individual, corporate, associate, or
4 otherwise, of DOES 1 through 100 are unknown to Plaintiff, who therefore sues the DOE
5 Defendants by fictitious names. Plaintiff will amend this Complaint to show their true names
6 and capacities when they have been ascertained.

7 7. Plaintiff is informed and believes, and thereon alleges, that each and all of the
8 acts and omissions alleged herein were performed by, and/or are attributable to, all Defendants,
9 each acting as agents and/or employees, and/or under the direction and control of each of the
10 other Defendants, and that said acts and failures to act were within the course and scope of said
11 agency, employment and/or direction and control. Plaintiff is informed and believes, and thereon
12 alleges, that at all times material hereto Defendants were and are the agents of each other.

13 8. Plaintiff is informed and believes, and thereon alleges, that Defendants are a
14 single enterprise or integrated enterprise, joint employers, or alter egos of each other, and were
15 acting on behalf of Defendants in the employment, wages, hours and working conditions of
16 Plaintiff and the Class.

17 9. Plaintiff is informed and believes, and thereon alleges, that Defendant DOES 1
18 through 100 are the partners, owners, shareholders, managers, joint employers, or alter egos of
19 Defendants, and were acting on behalf of Defendants in the payment of wages to Plaintiff.

20 10. At all relevant times alleged herein Plaintiff was employed by Defendants, and
21 Plaintiff performed work for Defendants in Los Angeles County in the state of California.

22 **III. FACTS COMMON TO MORE THAN ONE CAUSE OF ACTION**

23 11. Plaintiff and the Class worked as hourly non-exempt employees in the state of
24 California for Defendants.

25 12. Throughout the period of four (4) years prior to filing this action through the date
26 of class certification (“Class Period”), Plaintiff and all Class members were and are employees
27 of Defendants in the state of California, entitled to all of the protections afforded to employees
28 under the Labor Code and applicable IWC Wage Orders.

1 13. Defendants' primary business is providing online teaching/instruction services.
2 This work is performed in part by Plaintiff and the Class members.

3 14. During the relevant time period, Defendants failed to pay Plaintiff and Class
4 members the full amount of minimum wages for all hours worked.

5 15. This includes but is not limited to Defendants' failure to pay Plaintiff and the
6 Class members for work time spent, including but not limited to, preparing for online
7 teaching/instruction.

8 16. Defendants conduct, as alleged herein, has caused Plaintiff and Class members
9 damages including, but not limited to, loss of wages and compensation.

10 17. Defendants are liable to Plaintiff and the Class for failing to pay minimum and
11 overtime wages for all hours worked, failing to reimburse business expenses, failing to provide
12 accurate wage statements, failing to pay all wages due at separation and unfair competition.

13 18. Plaintiff is a member of and seeks to be the representative for the Class of
14 similarly situated employees who all have been exposed to, have suffered, and/or were permitted
15 to work under, Defendant's unlawful employment practices as alleged herein.

16 19. Plaintiff and the Class incurred necessary expenditures in direct consequence of
17 the discharge of their duties to Defendants, and/or their obedience to Defendants' directions, for
18 which she and the Class have not been reimbursed that include but are not limited to expenses
19 for internet service costs.

20 20. The wage statements provided by Defendants to Plaintiff and the Class failed to
21 provide accurate information reflecting the total hours worked and gross and net wages earned
22 for all hours worked, including uncompensated time.

23 21. Defendants failed to pay Plaintiff and the Class all earned wages timely upon
24 termination. This includes, but is not limited to, unpaid earned minimum wages.

25 22. The underpayment of wages, Labor Code violations, and Wage Order violations
26 upon Plaintiff and the Class are a consequence of Defendants' unlawful policies and practices
27 which were centrally devised, implemented, communicated, and applied to Plaintiff and the
28 Class.

1 23. Because of Defendants’ unlawful conduct, Plaintiff and the Class have been and
2 continue to be systematically deprived of their earned wages to which they are entitled by law
3 and deprived of other benefits of the Labor Code and applicable IWC Wage Orders, to the
4 detriment of herself and the public at large.

5 **CLASS DEFINITION AND CLASS ALLEGATIONS**

6 24. Plaintiff brings this action on her own behalf and on behalf of all others similarly
7 situated, pursuant to California Code of Civil Procedure §382, and as a member of the Class
8 defined as follows:

9
10 All current and former hourly non-exempt employees of Defendants, in the state
11 of California, who provided online teaching/instruction services for Defendants
12 at any point from four (4) years prior to filing this action through the date of
13 class certification (“the Class”).

14 **Sub-Class 1**

15 All current and former hourly non-exempt employees of Defendants, in the state
16 of California, who provided online teaching/instruction services for Defendants
17 at any point from four (4) years prior to filing this action through the date of
18 class certification and who suffered or were permitted to work without
19 compensation at minimum wage. (“Off the Clock” Sub-Class).

20 **Sub-Class 2**

21 All current and former hourly non-exempt employees of Defendants, in the state
22 of California, who provided online teaching/instruction services for Defendants
23 at any point from four (4) years prior to filing this action through the date of
24 class certification and who incurred unreimbursed business expenses in the
25 performance of their job duties for Defendants. (“Business Expense” Sub-
26 Class).

27 **Sub-Class 3**

28 All current and former hourly non-exempt employees of Defendants, in the state
of California, who provided online teaching/instruction services for Defendants
at any point from one (1) year prior to filing this action through the date of class
certification who are members of Sub-Class 1. (“Pay Stub” Sub-Class).

Sub-Class 4

 All former hourly non-exempt employees of Defendants, in the state of
California, who provided online teaching/instruction services for Defendants at
any point from three (3) years prior to filing this action through the date of class
certification who are members of Sub-Class 1. (“Waiting Time Penalties” Sub-
Class).

1 25. Plaintiff reserves the right to amend or otherwise alter the class definition
2 presented to the Court at the appropriate time, or to alter, propose or eliminate sub-classes, in
3 response to facts learned through discovery, legal arguments advanced by Defendants or
4 otherwise.

5 26. Further, this action is brought for the benefit of the public, who are entitled to
6 restitution of those funds improperly withheld by Defendants.

7 27. This action has been brought and may be properly maintained as a class action
8 pursuant to the provisions of the Code of Civil Procedure §382 and other applicable law.

9 28. **Numerosity:** Members of the Class are so numerous that their individual joinder
10 is impracticable. It is possible to ascertain the number of former and current employees who are
11 members of the proposed class, but they are so numerous that joinder is impracticable. The
12 proposed Class includes future employees (persons who are hired by defendant within the class
13 period, but who are not now class members as current or former employees) whose joinder is
14 currently impossible. The precise number of Class members and their addresses can be
15 determined by Defendants' business records and will become known to Plaintiff through
16 discovery. Class members may be notified of the pendency of this action by mail, e-mail, the
17 internet, or published and posted notice.

18 29. **Typicality:** Plaintiff's claims are typical of the claims of members of the
19 proposed classes. Defendants employed Plaintiff during the statutory period, and Plaintiff has
20 been subjected to Defendants' unlawful employment practices, as alleged in this Complaint.

21 30. **Adequacy of Class Representative:** Plaintiff will fairly and adequately protect
22 the interests of the classes. Plaintiff's interests do not conflict with Class members' interests, and
23 Plaintiff has retained competent and experienced counsel. The interests of Class members will
24 be fairly and adequately protected by Plaintiff and her counsel.

25 31. **Common Questions of Law and Fact:** Common questions of law and fact exist
26 as to all Class members and predominate over any questions affecting solely individual members
27 of the proposed Class:

28 1) Whether Defendants failed to pay minimum wages to Plaintiff and the Class

members despite the hours Defendants suffered and permitted members of the proposed class to actually work, in violation of the Labor Code and the IWC Wage Order(s);

2) Whether Defendants improperly retained, appropriated or deprived Plaintiff and the Class members of the use of monies or sums to which they were legally entitled;

3) Whether Defendants failed to reimburse Plaintiff and the Class members for business expenses and out-of-pocket expenses such as home internet services for business purposes;

4) Whether Defendants engaged in unfair business practices;

5) Whether Defendants were participants in the alleged unlawful conduct;

6) Whether Defendants' pay practices are an unlawful and/or unfair business practice in violation of the Business and Professions Code §17200, *et seq.*;

7) Whether Defendants failed to provide accurate and complete wage statements to Plaintiff and the members of the Class;

8) Whether Defendants' failed and continue to fail to pay all wages due upon termination of employment in violation of Labor Code §200, *et seq.*; and

9) The nature and extent of class-wide injury and measure of damages for the injury.

32. **Superiority and Substantial Benefit:** A class action is the superior method for the fair and efficient adjudication of this controversy. Defendants implemented illegal schemes that are generally applicable to the members of the proposed plaintiff class and sub-classes. Damages suffered by each Class member may be relatively small given the burden and expense of individual prosecution of the complex and expensive litigation necessitated by Defendants' conduct. Further, it would be virtually impossible for the Class members to redress the wrongs done to them on an individual basis. Even if Class members could afford such individual litigation, the court system could not. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of a single adjudication, economies of scale,

1 and comprehensive supervision by a single court.

2 33. Plaintiff knows of no difficulty that will be encountered in the management of
3 this litigation that would preclude its maintenance as a class action. Plaintiff is informed and
4 believes, and on that basis alleges, that the amount of money due each Class member as economic
5 damages is ascertainable from Defendants' records or may readily be determined by other means.

6 34. The Classes should also be certified because:

- 7 1) The prosecution of separate actions by individual Class members would
8 create a risk of inconsistent or varying adjudications with respect to individual
9 Class members, which would establish incompatible standards of conduct for
10 Defendants;
11 2) The prosecution of separate actions by individual Class members creates the
12 risk of adjudication with respect to them, which would, as a practical matter,
13 be dispositive of the interests of the other Class members not parties to the
14 adjudications, or would substantially impair or impede their ability to protect
15 their interests; and
16 3) Defendants have acted or refused to act on grounds generally applicable to
17 the Class, and/or general public, thereby making appropriate final and
18 injunctive relief with respect to the Classes as a whole.

19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO PAY MINIMUM WAGE**

21 **Violation of Labor Code §§ 1194, 1194.2, & 1197; IWC Wage Order No. 4-2001**

22 (Against all Defendants)

23 35. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein,
24 paragraphs 1 through 34 of this Complaint.

25 36. Labor Code §1197 provides: "The minimum wage for employees fixed by the
26 commission is the minimum wage to be paid to employees, and the payment of a less wage than
27 the minimum so fixed is unlawful."

28 37. Labor Code §1194 provides: "Notwithstanding any agreement to work for a lesser

1 wage, any employee receiving less than the legal minimum wage or the legal overtime
2 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
3 of the full amount of this minimum wage or overtime compensation, including interest thereon,
4 reasonable attorney's fees, and costs of suit.”

5 38. Labor Code §1194.2 provides: “In any action under Section 98, 1193.6, 1194, or
6 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed
7 by an order of the commission or by statute, an employee shall be entitled to recover liquidated
8 damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

9 39. Pursuant to IWC Wage Order No. 4-2001 (“WO 4-01”), “Hours worked” “means
10 the time during which an employee is subject to the control of an employer, and includes all the
11 time the employee is suffered or permitted to work, whether or not required to do so.”

12 40. Pursuant to §4 of IWC Wage Order No. 4-01, and California minimum wage law,
13 Plaintiff and Class members were entitled to receive not less than not less than \$14.00/hour for
14 all hours worked since January 1, 2021 and December 31, 2021, not less than \$15.00/hour for
15 all hours worked since January 1, 2022 and December 31, 2022, and not less than \$15.50/hour
16 for all hours worked since January 1, 2023 and December 31, 2023, and not less than \$16.00/hour
17 for all hours worked since January 1, 2024 through class certification.

18 41. During the Class Period, under the provisions of IWC Wage Order No. 4-01 and
19 California minimum wage law, Plaintiff and each Class member should have received not less
20 than the minimum wage for every hour worked.

21 42. During the relevant statutory time period, Defendants systematically, routinely,
22 and willfully failed to pay Plaintiff and Class members minimum and/or overtime wages.

23 43. Defendants’ failure to pay minimum wages resulted from the following acts and
24 omissions: their failure to compensate Plaintiff and Class members for all hours worked at a rate
25 equivalent to minimum wage and/or overtime wage as applicable.

26 44. Pursuant to the Labor Code and applicable Wage Order, Defendants are required
27 to pay class members for all hours worked, meaning the time during which an employee is
28 subject to the control of an employer, including all the time the employee is suffered or permitted

1 to work, whether or not required to do so.

2 45. Plaintiff is informed, believes, and thereon alleges that Defendants' policy and
3 practice, resulted in compensable hours worked by Plaintiff and the Class members which were
4 unpaid. Defendants have an unlawful policy and practice of authorizing off-the-clock work that
5 includes but is not limited to preparation time prior to teaching, in order to respond to
6 Defendants' business needs. This time was not compensated at minimum wage.

7 46. During the relevant statutory time period, Defendants systematically, routinely,
8 and willfully failed to pay Plaintiff and Class members all wages owed, due to its illegal policy
9 and practice.

10 47. Defendants' policy is designed in such a way that it deprives Plaintiff and the
11 Class members of all wages for all time worked. As a result of the Defendants' unfair policy
12 and practice, Plaintiff and all class members have been systematically underpaid during the
13 relevant time period. Plaintiff is informed and believes and thereon alleges that she and the Class
14 were not paid for all time worked.

15 48. For all hours that Plaintiff and Class members worked, they are entitled to and
16 seek not less than the California minimum wage and overtime wage, pursuant to Labor Code
17 §1194.2(a) liquidated damages in an amount equal to the unpaid minimum wages and interest
18 thereon. Pursuant to Labor Code §1194, Plaintiff and the Class members are entitled to and seek
19 attorneys' fees and costs and interest according to proof.

20 49. As a direct result, Plaintiffs and the Class members have suffered, and continue
21 to suffer, substantial damages in an amount to be proven at trial and are entitled to all appropriate
22 legal remedies provided by the California Labor Code and IWC Wage Orders, including unpaid
23 wages, liquidated damages, interest, attorneys' fees and costs of suit.

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SECOND CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

Violation of Labor Code §§2802, 2804, *et seq.*

(Against all Defendants)

50. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, paragraphs 1 through 34 of this Complaint.

51. Pursuant to Labor Code §2802, “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

52. Plaintiff and the Class incurred necessary expenditures in direct consequence of the discharge of their duties to Defendants, and/or their obedience to Defendants' directions, for which they have not been reimbursed including but not limited to internet service costs.

53. Defendants' actions in requiring Plaintiff and the Class to expend money in the discharge of their duties but failing to fully indemnify and reimburse for those expenses, is unlawful under the laws and regulations of the State of California.

54. Defendants have wrongfully withheld indemnification for the expenses incurred by Plaintiff and the Class. In violation of California law, Defendants have systematically, knowingly, and willfully refused to perform their obligations to indemnify and reimburse Plaintiff and the Class.

55. As a direct result, Plaintiff and the Class have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such money, lost interest on such money, and expenses and attorneys' fees, expenses, and costs of suit.

56. Plaintiff and the Class are entitled to recover, and seek, an award from Defendants of the full amount of all unreimbursed necessary expenditures, plus interest on all such amounts, injunctive relief, reasonable attorney's fees and costs of suit, and all other appropriate remedies provided by Labor Code §2802, or any other provision of the Labor Code, and IWC Wage Orders.

1 Plaintiff and the Class members with wage statements reflecting the total hours worked, and the
2 gross and net wages earned, corresponding hourly rate and hours worked due to unpaid minimum
3 and overtime wages.

4 62. Plaintiff and the Class members suffered injury as a reasonable person could not
5 promptly and easily determine from the wage statements inclusive but not limited to, the total
6 hours worked, and the accurate amount of gross and net wages earned for the pay period.

7 63. Plaintiff and the Class members are entitled to damages of statutory penalties
8 pursuant to Labor Code §226(e) for these violations, in an amount to be determined at trial.

9 64. Plaintiff and the Class members are entitled to and seek costs and reasonable
10 attorneys' fees pursuant to Labor Code §226(e).

11 65. Plaintiff further seeks injunctive relief and reasonable attorneys' fees and costs
12 pursuant to Labor Code §226(h).

13 **FOURTH CAUSE OF ACTION**

14 **FAILURE TO PAY ALL WAGES DUE AT SEPARATION**

15 **Violation of Labor Code §§201, 203**

16 (Against all Defendants)

17 66. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein,
18 paragraphs 1 through 34 of this Complaint.

19 67. Plaintiff and the Class members whose employment ended with Defendants
20 during the relevant time period were entitled to be promptly paid all earned and unpaid wages at
21 the time of termination, as required pursuant to Labor Code §§201 and 202, *et seq.* Defendants
22 refused and/or intentionally failed to promptly compensate Plaintiff and the other Class members
23 all earned wages and/or offset wages paid from unreimbursed business expenses at the time of
24 separation. Based on this Plaintiff and the Class members seek and are entitled to damages in
25 the form of statutory waiting time penalties pursuant to LC §203.

26 68. Plaintiff and the Class members whose employment terminated during the
27 relevant time period were employees of Defendants covered by Labor Code §203 whose
28 employment ended with Defendants.

69. Accordingly, pursuant to Labor Code §203, Plaintiff and the Class members are entitled to waiting time penalties at an amount to be proven at trial.

FIFTH CAUSE OF ACTION

UNFAIR COMPETITION

Violation of Business and Professions Code §§17200, *et seq.*

(Against all Defendants)

70. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, paragraphs 1 through 34 of this Complaint.

71. Beginning on an exact date unknown to Plaintiff but believed to have occurred at least since four (4) years before the filing of this action, Defendants have engaged in a pattern and practice of acts of unfair competition in violation of B&PC §17200, including the practices alleged herein.

72. Defendants, and each of them, are “persons” as defined by Business and Professions Code §17201.

73. Plaintiff seeks to enforce important rights affecting the public interest. Plaintiff sues on her own behalf and on behalf of the current, former, and future employees of Defendants that were required to work off the clock without receiving minimum wage, suffered unreimbursed business expenses, and failing and refusing to pay all earned and unpaid compensation in a timely manner upon termination or resignation, as parties harmed by Defendants’ unfair business practices.

74. Plaintiff and the Class members suffered injuries-in-fact and have lost money as a result of the Defendants’ unfair competition alleged herein.

75. Defendants previously or continue to engage in unlawful, unfair, and/or fraudulent business practices, as alleged in this Complaint, in violation of California’s B&PC §17200 *et seq.* by:

- a. Failing and refusing to pay Plaintiff and the Class members minimum wage and/or overtime wage for all hours worked in violation of Labor Code §§1194, 1194.2 & 1197 and IWC Wage Order No. 4-2001;

1 b. Failing and refusing to reimburse Plaintiff and the Class member for necessary
2 business expenditures for cell phone expenses in violation of Labor Code §2802;
3 and

4 76. These allegations constitute unfair business practices and/or unlawful business
5 practices in violation of California B&PC §17200, *et seq.*

6 77. Defendants have avoided payment of wages, and other benefits as required by
7 the California Labor Code, the California Code of Regulations and applicable IWC Wage
8 Orders. As a result of Defendants' unfair business practices, Defendants have reaped unfair
9 benefits and illegal profits at the expense of Plaintiff, the Class members, and others similarly
10 situated, and the members of the public. Defendants should be made to disgorge their ill-gotten
11 gains and to restore them to the Class, including Plaintiff.

12 78. Plaintiff and the Class members seek full restitution of said monies, as necessary
13 and according to proof, to restore any and all monies withheld and/or acquired by Defendants by
14 means of the unfair, unlawful, and fraudulent business practices complained of herein. Plaintiff
15 seeks, on behalf of all current and former employees of Defendants, restitution of monies
16 retained by Defendants. Plaintiff further seeks, on behalf of themselves and the Class members,
17 the appointment of a receiver, as necessary, to establish the total restitutionary relief from
18 Defendants. The restitution includes all wages withheld by Defendants as a result of the unfair,
19 unlawful, and/or fraudulent business practices; including interest thereon. Absent a statutory
20 provision specifically governing the type of claim at issue, the prejudgment interest rate is 10
21 percent. The acts complained of herein occurred, at least in part, within the last four (4) years
22 preceding the filing of the Complaint.

23 79. Plaintiff is informed and believes and thereon alleges that at all times herein
24 mentioned, Defendants have engaged in unlawful, deceptive, and unfair business practices
25 prohibited by California B&PC §17200, thereby depriving their employees and the Class
26 members, the minimum working condition, standards and conditions due to them under the
27 California labor laws and Industrial Welfare commission wage orders as specifically described
28 herein. Plaintiff further seeks an order requiring Defendants to identify by full name, telephone

1 number, and last known address employees who worked or still work for Defendants for the
2 Class members from four (4) years preceding the filing of the original Complaint through the
3 date of class certification. Plaintiff further seeks an order requiring Defendants to timely pay
4 restitution to all current and former employees, including back wages, and interest.

5 80. By and through its unfair, unlawful, and/or fraudulent business practices and acts
6 described herein, Defendants have obtained valuable services from Plaintiff and all persons
7 similarly situated, and has deprived Plaintiff and all persons similarly situated of valuable rights
8 and benefits guaranteed by law, all to their detriment.

9 81. Plaintiff, and all persons similarly situated, and all persons in interest, are entitled
10 to and do seek such relief as may be necessary to restore to them the money and property which
11 Defendants have acquired, or of which Plaintiff and class members have been deprived by mean
12 of the herein described unfair, unlawful, and/or fraudulent business practices.

13 82. Plaintiff, and all persons similarly situated, and all persons in interest, are further
14 entitled to and do seek a declaration that the above-described business practices are unfair,
15 unlawful, and/or fraudulent, and declaratory relief of Defendants engaging in any of the herein
16 described unfair, unlawful, and/or fraudulent business practices.

17 83. Plaintiff and the Class members request attorney's fees and costs pursuant to
18 Code of Civil Procedure §1021.5 since this action is brought to vindicate important rights of a
19 large class and the public.

20 **SIXTH CAUSE OF ACTION**

21 **PRIVATE ATTORNEYS GENERAL ACT**

22 **Violation of Laboe Code §§2698, *et seq.***

23 (Against all Defendants)

24 84. Plaintiff on behalf of herself and on behalf of all other aggrieved employees
25 herein re-alleges and incorporates each and every one of the allegations in the preceding
26 paragraphs as if fully set forth herein.

27 85. Labor Code §§2698-2699, the Labor Code Private Attorney General Act of 2004,
28 provides for a civil penalty to be assessed and collected by the Labor and Workforce

1 Development Agency (LWDA), or any of its departments, divisions, commissions, boards,
2 agencies or employees for a violation of the Labor Code, may be recovered through a civil action
3 by an aggrieved employee on behalf of himself or herself, and collectively on behalf of all other
4 current or former employees.

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

9 87. Plaintiff and Defendants' non-exempt hourly employees who provided online
10 teaching/instruction services for Defendants are "aggrieved employees" as defined by Labor
11 Code §2699, in that they are all current or former employees of Defendants, and one or more of
12 the alleged violations was committed against them.

13 88. Plaintiff gave written notice electronically to the LWDA, and by certified mail to
14 Defendants of the specific provisions of this code alleged to have been violated, including the
15 facts and theories to support the alleged violations as required by Labor Code §2699.3. More
16 than 65 days have lapsed since notice to the LWDA and the LWDA has not indicated that it
17 intends to investigate Defendants' Labor Code violations. Accordingly, Plaintiff may commence
18 a civil action to recover civil penalties for herself and other current and former employees under
19 Labor Code §2699 pursuant to §2699.3.

20 89. Plaintiff asserts all the claims in this Complaint against Defendants, individually
21 and on behalf of all aggrieved employees in their capacity as private attorney general and seeks
22 all applicable civil penalties available under the Labor Code.

23 90. Pursuant to Labor Code §2699, Plaintiff, individually and on behalf of all
24 aggrieved employees, requests and seeks to recover from the Defendants; unpaid minimum
25 wages, unreimbursed expenses, wage statement violations, and waiting time penalties according
26 to proof. Plaintiff is further entitled to attorneys' fees and costs pursuant to Labor Code
27 §2699(g)(1), as well as all civil penalties, including, but not limited to:

- 28 1) Penalties under Code of Regulations, Title 8 §11040 in the amount of \$50

1 for each aggrieved employee per pay period for the initial violation, and
2 \$100 for each aggrieved employee per pay period for each subsequent
3 violation;

4 2) Penalties under Labor Code §256, in addition to and entirely independent
5 and apart from other penalties provided in the Labor Code, including
6 Labor Code §203, for any aggrieved employee who was discharged or
7 quit, and was not paid all earned wages at termination in accordance with
8 Labor Code §§201, 201.1, 201.5, 202, and 205.5, in the amount of a civil
9 penalty of one day of pay for each day that the aggrieved employee was
10 paid late, until payment was/is made, up to a maximum of thirty (30) days;

11 3) Penalties under Labor Code §558, in addition to and entirely independent
12 and apart from other penalties provided under the Labor Code, in the
13 amount of \$50 for each underpaid aggrieved employee for each pay period
14 the aggrieved employee was underpaid in addition to an amount sufficient
15 to recover underpaid wages, and \$100 for each subsequent violation for
16 each underpaid employee for each pay period for which the employee was
17 underpaid in addition to an amount sufficient to recover underpaid wages,
18 with all wages recovered pursuant to Labor Code §558 provided to the
19 affected employees;

20 4) Penalties under Labor Code §226.3, in addition to and entirely
21 independent and apart from other penalties provided in the Labor Code,
22 in the amount of \$250 for each aggrieved employee per pay period for
23 each violation, and \$1,000 for each aggrieved employee per pay period
24 for each subsequent violation;

25 5) Penalties under Labor Code §1197.1, in addition to and entirely
26 independent and apart from other penalties provided in the Labor Code,
27 as follows:

28 i. For any initial violation that is intentionally committed, \$100 for

each underpaid employee for each pay period for which the employee is underpaid;

ii. For each subsequent violation for the same specific offense, \$250 for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed; and

iii. Any and all wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to Labor Code §1197.1 to be paid to the affected employee;

6) Penalties under Labor Code §2699(f), in addition to and entirely independent and apart from other penalties provided in the Labor Code and for Labor Code violations without a specific civil penalty, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;

91. Any and all additional civil penalties and sums as provided by the Labor Code and/or other statutes.

92. Plaintiff seeks and is entitled to have 75% of all penalties obtained be allocated to the LWDA and 25% to aggrieved employees.

93. Further, Plaintiff is entitled to seek and recover reasonable attorney's fees and costs pursuant to Labor Code §§2699(g)(1).

IV. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment as follows:

1. An order that the action be certified as a class action;
2. An order that Plaintiff be appointed class representative;
3. An order that counsel for Plaintiff be appointed class counsel;
4. An order requiring Defendants to identify, by name, email, address and telephone number all current and former California hourly non-exempt employees of

- 1 Defendants for the period of four (4) years prior to the filing of this action through
2 the date of class certification who provided online teaching/instruction services;
- 3 5. For the full amount of unpaid minimum wages and liquidated damages due Plaintiff
4 and each Class member pursuant to Labor Code §§ 1194 and 1194.2;
- 5 6. For the full amount of unpaid overtime wages due Plaintiff and each Class member
6 pursuant to Labor Code §§ 1194;
- 7 7. For recovery as authorized by Labor Code §226(e);
- 8 8. For restitution of all unpaid wages due Plaintiff and each Class member;
- 9 9. For all applicable statutory penalties, in amounts to be proven at trial;
- 10 10. For general damages including compensatory damages according to proof;
- 11 11. For an award of waiting time penalties pursuant to section 203 of the California
12 Labor Code, in amounts to be proven at trial;
- 13 12. For pre-judgment interest as allowed by Labor Code §1194(a) and/or deemed
14 equitable by the Court;
- 15 13. For all applicable interest on damages, wages, and penalties due;
- 16 14. For injunctive relief to prevent further violations of the California Labor Code;
- 17 15. For declaratory relief that Defendants engaged in unfair practices;
- 18 16. For declaratory relief that Defendants violated Labor Code §§ 201-203, 226, 1194,
19 and 1197;
- 20 17. For restitution of all moneys due to Plaintiff and Class members, and disgorged
21 profits from the unlawful and/or unfair business practices of Defendants, pursuant to
22 California Business & Professions Code §17200;
- 23 18. For costs of suit, expenses and attorneys' fees pursuant to Labor Code §§226(e) and
24 (h), 1194(a), 218.5, 2802, 2699(g)(1), and Code of Civil Procedure §1021.5, *et seq.*,
25 and all other applicable law;
- 26 19. On behalf of Plaintiff and all other aggrieved employees and the LWDA, for all civil
27 penalties authorized by LC §2699, including but not limited to:
- 28 a) For civil penalties per LC §226.3 in the amount of \$250 for each aggrieved

- 1 employee per pay period for each violation, and \$1,000 for each aggrieved
2 employee per pay period for each subsequent violation;
- 3 b) For civil penalties per LC §256 in the amount of one day of pay, at the same
4 rate, for each day that an aggrieved employee was paid late, at the time of
5 termination, until payment was/is made, up to a maximum of thirty (30) days;
- 6 c) For civil penalties pursuant to LC §558 as follows:
- 7 i. For any initial violation, fifty dollars (\$50) for each underpaid
8 employee for each pay period for which the employee was
9 underpaid in addition to an amount sufficient to recover
10 underpaid wages;
- 11 ii. For each subsequent violation, one hundred dollars (\$100) for
12 each underpaid employee for each pay period for which the
13 employee was underpaid in addition to an amount sufficient to
14 recover underpaid wages;
- 15 d) For civil penalties per Code of Regulations, Title 8 §11040 in the amount of
16 \$50 for each aggrieved employee per pay period for the initial violation, and
17 \$100 for each aggrieved employee per pay period for each subsequent
18 violation;
- 19 e) For civil penalties per Labor Code §1197.1, in the amount of:
- 20 i. \$100 for each underpaid employee for each initial pay period for
21 which the employee was intentionally underpaid;
- 22 ii. \$250 for each underpaid employee for each subsequent pay
23 period for which the employee is underpaid regardless of
24 whether the initial violation is intentionally committed; and
- 25 iii. Any and all wages, liquidated damages, and any applicable
26 penalties imposed pursuant to Section 203, recovered pursuant
27 to Labor Code §1197.1 to be paid to the affected employee;
- 28 f) For civil penalties under LC §2699(f), in addition to and entirely independent

1 and apart from other penalties provided in the Labor Code and for Labor Code
2 violations without a specific civil penalty, in the amount of \$100 for each
3 aggrieved employee per pay period for each violation, and \$200 for each
4 aggrieved employee per pay period for each subsequent violation, and;

5 20. For all such other and further relief that the Court may deem just and proper.
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7 Dated: May 13 , 2024

THE MYERS LAW GROUP, A.P.C.

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10 By: 

11 David P. Myers,
12 Jason Hatcher,
13 Andriana N. Bravo
14 Attorneys for Plaintiff Aileen Tang and all
15 others similarly situated.
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