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Attorneys for Plaintiff GINA MARIE AGUIRRE,
on behalf of the State of California and all other
similarly situated aggrieved employees

FILED
Superior Court of California
County of Los Angeles
02/24/2025
David W. Slayton, Executive Officer / Clerk of Court
By: M. Tavakoli Deputy

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

GINA MARIE AGUIRRE, on behalf of
herself and all others similarly situated,

Plaintiffs,

v.

SOUTHWEST COLLEGE OF MEDICAL-
DENTAL ASSISTANTS & PRACTICAL
NURSES d/b/a "Success Education
Colleges," a California corporation; and
Does 1 to 50, inclusive,

Defendants.

PAGA-ONLY ACTION

Case No. 24STCV33616

**FIRST AMENDED COMPLAINT FOR
CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698, et seq.) FOR:**

- 1. FAILURE TO PAY ALL WAGES;**
- 2. FAILURE TO PROVIDE ALL MEAL PERIODS;**
- 3. FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS;**
- 4. FAILURE TO FULLY REIMBURSE WORK EXPENSES;**
- 5. FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS; AND**
- 6. VIOLATIONS OF LABOR CODE §§ 201-202**

Action filed: December 19, 2024

Trial date: None Set

Plaintiff Gina Marie Aguirre, on behalf the State of California and all other similarly
situated aggrieved employees (collectively referred to as "Plaintiff"), complains and alleges as
follows against Defendant Southwest College of Medical-Dental Assistants & Practical Nurses
d/b/a "Success Education Colleges" and Does 1 to 50 (collectively referred to as "Defendants").

1 Plaintiff is informed and believes, and on the basis of that information and belief, alleges as follows:

2 **I.**

3 **INTRODUCTION**

4 1. This is a representative action seeking recovery of civil penalties under the Private
5 Attorneys General Act of 2004 (“PAGA”), California Labor Code (Labor Code) §§ 2698, et seq.
6 PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of
7 themselves and other aggrieved current and former employees to recover civil penalties for
8 Defendants’ violations of the Labor Code.

9 2. The acts complained of herein occurred, occur and will occur, at least in part,
10 within the time period from one year preceding the date of the filing of the original notice with
11 the Labor and Workforce Development Agency (“LWDA”) as alleged herein, up to and through
12 the time of trial for this matter although this should not automatically be considered the statute of
13 limitations for any cause of action herein.

14 3. The relevant job titles held by the California citizens in this action are Defendants’
15 nonexempt employees, who were subjected to Defendants’ policies and practices as described
16 herein (the “aggrieved employees”).

17 4. With regard to the aggrieved employees, Defendants have:

- 18 a. Failed to pay straight time, minimum, and/or overtime wages for all hours
19 worked;
- 20 b. Failed to provide all legally-required meal periods;
- 21 c. Failed to authorize and permit all paid legally-required rest periods;
- 22 d. Failed to reimburse for all work-related expenses;
- 23 e. Failed to timely furnish accurate itemized wage statements;
- 24 f. Violated Labor Code §§ 201-202; and
- 25 g. As a result of these violations, incurred penalties under Labor Code §§ 2698,
26 et seq.

27 5. Such policies and practices, as described herein, violate the Labor Code, and
28 therefore trigger civil penalties under Labor Code §§ 2698, et seq. Therefore, Plaintiff Gina

Marie Aguirre, on behalf of all other similarly situated aggrieved employees, brings this representative PAGA action for violations of the Labor Code, seeking penalties for the violations alleged herein, reasonable attorney's fees and costs, and other relief as deemed proper.

II.

PARTIES

PLAINTIFF GINA MARIE AGUIRRE

6. Plaintiff Gina Marie Aguirre is an individual over the age of 18 and is now and/or at all times mentioned in this Complaint was a citizen of the State of California.

7. Plaintiff Gina Marie Aguirre worked for Defendants as a Vocational Nurse Instructor from approximately January of 2018 to July 11, 2024, in West Covina, California, which is in Los Angeles County, California.

DEFENDANT SOUTHWEST COLLEGE OF MEDICAL – DENTAL ASSISTANTS & PRACTICAL NURSES D/B/A “SUCCESS EDUCATION COLLEGES”

8. Defendant Southwest College of Medical-Dental Assistants & Practical Nurses d/b/a “Success Education Colleges,” is now and/or at all times mentioned in this Complaint was a California corporation and the owner and operator of an industry, business and/or facility licensed to do business and actually doing business in the State of California.

DOES 1 TO 50, INCLUSIVE

9. Does 1 to 50, inclusive, are now and/or at all times mentioned in this Complaint were licensed to do business and/or actually doing business in California.

10. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of Does 1 to 50, inclusive and for that reason, Does 1 to 50 are sued under such fictitious names under California Code of Civil Procedure § 474.

11. Plaintiff will seek leave of court to amend this Complaint to allege such names and capacities as soon as they are ascertained.

ALL DEFENDANTS

12. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings and circumstances

1 alleged in this Complaint.

2 13. Defendants, and each of them, proximately subjected Plaintiff and all other
3 similarly situated aggrieved employees to the unlawful practices, wrongs, complaints, injuries
4 and/or damages alleged in this Complaint.

5 14. Defendants, and each of them, are now and/or at all times mentioned in this
6 Complaint were the agents, servants, and/or employees of some or all other Defendants, and
7 vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all
8 times mentioned in this Complaint were acting within the course and scope of that agency,
9 servitude, and/or employment.

10 15. Defendants, and each of them, are now and/or at all times mentioned in this
11 Complaint were members of and/or engaged in a joint venture, partnership, and common
12 enterprise, and were acting within the course and scope of, and in pursuance of said joint
13 venture, partnership, and common enterprise.

14 16. Defendants, and each of them, at all times mentioned in this Complaint concurred
15 and contributed to the various acts and omissions of each and every one of the other Defendants
16 in proximately causing the complaints, injuries, and/or damages alleged in this Complaint.

17 17. Defendants, and each of them, at all times mentioned in this Complaint approved
18 of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in
19 this Complaint.

20 18. Defendants, and each of them, at all times mentioned in this Complaint aided and
21 abetted the acts and omissions of each and every one of the other Defendants thereby
22 proximately causing the damages alleged in this Complaint.

23 III.

24 JURISDICTION AND VENUE

25 19. The California Superior Court has jurisdiction in this matter due to Defendants'
26 aforementioned violations of California statutory law and/or related common law principles.

27 20. The California Superior Court also has jurisdiction in this matter because the dollar
28 amount of the civil penalties sought herein exceed the minimal jurisdictional limits of the Superior

1 Court and will be established at trial, according to proof.

2 21. The California Superior Court also has jurisdiction in this matter because during
3 their employment with Defendants, Plaintiff Gina Marie Aguirre and all other similarly situated
4 aggrieved employees herein were all California citizens and Defendant Southwest College of
5 Medical-Dental Assistants & Practical Nurses d/b/a "Success Education Colleges," is a California
6 corporation. Further, there is no federal question at issue, as the issues herein are based solely on
7 California statutes and law.

8 22. Venue is proper in Los Angeles County under Code of Civil Procedure §§ 395(a)
9 and 395.5 in that liability arose there because at least some of the transactions that are the subject
10 matter of this Complaint occurred therein and/or each Defendant either is found, maintains
11 offices, transacts business, and/or has an agent therein.

12 **IV.**

13 **CAUSES OF ACTION**

14 **FIRST CAUSE OF ACTION**

15 **PENALTIES UNDER LABOR CODE § 2699**

16 **(On Behalf of the Aggrieved Employees)**

17 **(Against All Defendants)**

18 23. Plaintiff incorporates by reference and reallege each and every one of the
19 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
20 forth herein.

21 **A. FAILURE TO PAY ALL WAGES**

22 24. Labor Code § 204 establishes the fundamental right of all employees in the State
23 of California to be paid wages, including straight time and overtime, in a timely fashion for their
24 work.

25 25. Labor Code § 510(a) states in pertinent part, "Any work in excess of eight hours
26 in one workday and any work in excess of 40 hours in any one workweek ... shall be
27 compensated at the rate of no less than one and one-half times the regular rate of pay for any
28 employee."

1 26. Labor Code § 1182.12 provides the statewide minimum wage in California.

2 27. Labor Code § 1194(a) states, “Notwithstanding any agreement to work for a
3 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
4 compensation applicable to the employee is entitled to recover in a civil action the unpaid
5 balance of the full amount of this minimum wage or overtime compensation, including interest
6 thereon, reasonable attorney’s fees, and costs of suit.”

7 28. Further, under Labor Code § 1197, payment of less than the minimum wage fixed
8 by the Labor Commission is unlawful.

9 29. Under Labor Code § 1198, it is unlawful to employ persons for longer than the
10 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
11 Wage Order(s).

12 30. Defendants, as a matter of established company policy and procedure, at each and
13 every one of the individual facilities owned and/or operated by Defendants, consistently:

14 a. Administered a uniform company policy and practice as to the pay policies
15 regarding Plaintiff and all other similarly situated aggrieved employees; and

16 b. Suffered and/or permitted Plaintiff and all other similarly situated aggrieved
17 employees to work without paying for all time they were under Defendants’
18 control including but not limited to undergoing Covid screenings and tests
19 while off the clock, engaging in work-related tasks at the beginning of their
20 shifts before clocking in, and/or using their personal mobile devices for work-
21 related tasks, including before and/or after their shifts.

22 31. Because Defendants required Plaintiff and all other similarly situated aggrieved
23 employees to remain under Defendants’ control without paying therefor, this resulted in Plaintiff
24 and all other similarly situated aggrieved employees earning less than the legal minimum wage
25 in the State of California.

26 **B. FAILURE TO PROVIDE ALL MEAL PERIODS**

27 32. Labor Code § 204 establishes the fundamental right of all employees in the State
28 of California to be paid wages, including straight time and overtime, in a timely fashion for their

1 work.

2 33. Labor Code § 226.7(b) provides “An employer shall not require an employee to
3 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
4 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
5 Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

6 34. Labor Code § 512 provides “An employer may not employ an employee for a
7 work period of more than five hours per day without providing the employee with a meal period
8 of not less than 30 minutes, except that if the total work period per day of the employee is no
9 more than six hours, the meal period may be waived by mutual consent of both the employer and
10 employee. An employer may not employ an employee for a work period of more than 10 hours
11 per day without providing the employee with a second meal period of not less than 30 minutes,
12 except that if the total hours worked is no more than 12 hours, the second meal period may be
13 waived by mutual consent of the employer and the employee only if the first meal period was not
14 waived.”

15 35. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or
16 amend working condition orders with respect to break periods, meal periods, and days of rest for
17 any workers in California consistent with the health and welfare of those workers.”

18 36. Section 11(D) of the IWC Wage Orders provides “If an employer fails to provide
19 an employee a meal period in accordance with the applicable provisions of this Order, the
20 employer shall pay the employee one (1) hour of pay at the employee's regular rate of
21 compensation for each work day that the meal period is not provided.”

22 37. On one or more occasions, Plaintiff and all other similarly situated aggrieved
23 employees worked over 5 hours per shift and therefore were entitled to an uninterrupted meal
24 period of not less than 30 minutes prior to exceeding 5 hours of employment.

25 38. Further, on one or more occasions, Plaintiff and at least some similarly situated
26 aggrieved employees worked over 10 hours per shift and therefore were entitled to an
27 uninterrupted second meal period of not less than 30 minutes prior to exceeding 10 hours of
28 employment.

1 39. As a matter of Defendants' established company policy, Defendants failed to
2 always provide legally-complaint meal periods. These violations were caused by, inter alia,
3 Defendants' failure to timely relieve Plaintiff and similarly situated aggrieved employees from
4 all duties and Defendants' failure to relinquish control over how employees spend their break
5 time.

6 40. Plaintiff and all other similarly situated aggrieved employees did not validly or
7 legally waive their meal periods, by mutual consent with Defendants or otherwise.

8 41. Any written agreement with Defendants agreeing to an on-the-job paid meal
9 period was invalid because the nature of the work does not support on-duty meal periods.

10 42. Therefore, as a matter of Defendants' established company policy, Defendants
11 failed to always comply with the meal period requirements established by Labor Code §§ 204,
12 226.7, 512, and 516 and Section 11 of the IWC Wage Order(s) by failing to always provide
13 Plaintiff and all other similarly situated aggrieved employees with a first and in some cases a
14 second legally compliant meal period.

15 **C. FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS**

16 43. Labor Code § 226.7(b) provides, "An employer shall not require an employee to
17 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
18 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
19 Safety and Health Standards Board, or the Division of Occupational Safety and Health."

20 44. Labor Code § 516 provides that the Industrial Welfare Commission "may adopt or
21 amend working condition orders with respect to break periods, meal periods, and days of rest for
22 any workers in California consistent with the health and welfare of those workers."

23 45. Section 12(A) of the IWC Wage Order(s) states, "Every employer shall authorize
24 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
25 of each work period. The authorized rest period time shall be based on the total hours worked
26 daily at the rate of 10 minutes net rest time per 4 hours or major fraction thereof. However, a rest
27 period need not be authorized for employees whose total daily work time is less than 3 ½ hours.
28 Authorized rest period time shall be counted as hours worked for which there shall be no

1 deduction from wages.”

2 46. In *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269, the
3 California Supreme Court held that “during rest periods employers must relieve employees of all
4 duties and relinquish control over how employees spend their time.” The court further held that a
5 policy that “tethered by time and policy to particular locations” is inconsistent with the required
6 relinquishment of control. (*Ibid.*) The court noted that employees must be free to “[take
7 a] brief walk,” or “take care of other personal matters ...like pumping breast milk ...or
8 completing a phone call to arrange childcare.” (*Id.* at p. 270.)

9 47. Section 12(B) of the IWC Wage Order(s) states “If an employer fails to provide
10 an employee a rest period in accordance with the applicable provisions of this order, the
11 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
12 compensation for each workday that the rest period is not provided.”

13 48. Plaintiff and all other similarly situated aggrieved employees sometimes worked
14 over 4 hours per shift. Further, Plaintiff and all other similarly situated aggrieved employees
15 sometimes worked over 6 hours per shift, and in some cases over 10 hours per shift.

16 49. Plaintiff and all other similarly situated aggrieved employees were entitled to a
17 rest period of not less than 10 minutes for every 4 hours of work, or major fraction thereof.

18 50. As a matter of Defendants’ established company policy, Defendants failed to
19 always authorize and permit legally-compliant rest periods. Defendants did not authorize and
20 permit rest periods for shifts every four hours or major fraction thereof, and/or failed to
21 relinquish control over how employees spent their break time due to a policy that states, in
22 pertinent part, “You are required to remain on the work premises during your rest break(s). You
23 are expected to return to work promptly at the end of any rest break,” which prevented Plaintiff
24 and all other similarly situated aggrieved employees from taking uninterrupted rest periods
25 and/or exerted coercion against the taking of legally protected breaks by using Defendants’ rest
26 period policy to prevent Plaintiff and all other similarly situated aggrieved employees from
27 leaving Defendants’ facilities. These violations were caused by, inter alia, Defendants’ failure to
28 timely relieve Plaintiff and similarly situated aggrieved employees from all duties and

1 Defendants' failure to relinquish control over how employees spend their break time.

2 51. Therefore, as a matter of Defendants' established company policy, Defendants
3 failed to always authorize and permit all legally-complaint rest periods established by Labor
4 Code §§ 226.7 and 516 and Section 12 of the IWC Wage Order(s).

5 **D. FAILURE TO REIMBURSE FOR ALL BUSINESS EXPENSES**

6 52. Under Labor Code § 450(a), "no employer...may compel or coerce any
7 employee... to patronize his or her employer, or any other person, in the purchase of any thing of
8 value."

9 53. Under Labor Code § 2802(a), "an employer shall indemnify his or her employee
10 for all necessary expenditures or losses incurred by the employee in direct consequence of the
11 discharge of his or her duties, or of his or her obedience to the directions of the employer."

12 54. Labor Code § 2804 states in pertinent part "Any contract or agreement, express or
13 implied, made by any employee to waive the benefits of this article or any part thereof is null and
14 void, and this article shall not deprive any employee or his personal representative of any right or
15 remedy to which he is entitled under the laws of this State."

16 55. As a matter of Defendants' established company policy, Plaintiff and all other
17 similarly situated aggrieved employees were and are required by Defendants to personally incur
18 necessary expenditures in direct consequence of the discharge of their duties, including but not
19 limited to the use of personal mobile devices, personal vehicles including but not limited to
20 mileage, personal computers, internet access expenses for work-related activities, and/or other
21 necessary work expenses, which in this case are required by Defendants and/or are necessary to
22 the performance of the job performed by Plaintiff and all other similarly situated aggrieved
23 employees.

24 56. Defendants failed to fully and reasonably reimburse Plaintiff and all other
25 similarly situated aggrieved employees for all necessary expenditures at a reasonable rate,
26 including but not limited to the aforementioned expenditures.

27 57. Therefore, as a matter of Defendants' established company policy, Defendants
28 failed to always comply with the reimbursement requirements established by Labor Code § 2802.

E. FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

58. Labor Code § 226(a) states in pertinent part, “An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (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, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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....”

59. Further, the IWC Wage Orders § 7(A) states in pertinent part, “(A) Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period and applicable rates of pay....”

60. Therefore, under Labor Code § 226(a) and the IWC Wage Orders § 7(A), California employers are required to maintain accurate records pertaining to the total hours worked for Defendants by Plaintiff and all other similarly situated aggrieved employees, including but not limited to, beginning and ending of each work period, meal period and split shift interval, the total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

1 61. As set forth herein in prior causes of action, Defendants failed to pay Plaintiff and
2 all other similarly situated aggrieved employees all wages due and owing.

3 62. Under *Lopez v. Friant & Associates, LLC* (2017) 15 Cal.App.5th 773, employers
4 who fail to provide accurate itemized wage statements are subject to PAGA penalties even when
5 the mistake is inadvertent and/or promptly corrected, and even if employees admittedly suffered
6 no injury; said employees are permitted to recover PAGA penalties without needing to prove the
7 “injury” and “knowing and intentional” elements of a Labor Code § 226(e) claim.

8 63. As a derivative result of this failure to pay wages and as a pattern and practice in
9 violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants did not and do
10 not maintain accurate records pertaining to the total hours worked for Defendants by Plaintiff
11 and all other similarly situated aggrieved employees, including but not limited to (1) gross wages
12 earned, (2) total hours worked by the employee, (3) net wages earned and/or (4) all applicable
13 hourly rates in effect during each respective pay period and the corresponding number of hours
14 worked at each hourly rate by each respective individual.

15 **F. VIOLATIONS OF LABOR CODE §§ 201-202**

16 64. Labor Code § 203 provides that if an employer willfully fails to pay, without
17 abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an
18 employee who is discharged or who quits, the wages of the employee shall continue at the same
19 rate, for up to 30 days from the due date thereof, until paid or until an action therefore is
20 commenced.

21 65. Plaintiff and all other similarly situated aggrieved employees are no longer
22 employed by Defendants as they were either discharged from or quit Defendants’ employ.

23 66. Defendants had a consistent and uniform policy, practice and procedure of
24 willfully failing to pay the earned wages of Defendants’ former employees, as set forth above,
25 according to amendment or proof.

26 67. As set forth above, Defendants willfully failed to pay Plaintiff and all other
27 similarly situated aggrieved employees their entire wages due and owing at the time of their
28 termination or within 72 hours of their resignation and failed to pay those sums for up to 30 days

1 thereafter.

2 68. Defendants' willful failure to pay wages to Plaintiff and all other similarly
3 situated aggrieved employees violates Labor Code §§ 201 and 202 because Defendants knew or
4 should have known wages were due to Plaintiff and all other similarly situated aggrieved
5 employees, as set forth above, but Defendants failed to pay them.

6 **G. PENALTIES ASSESSED UNDER LABOR CODE § 2699**

7 69. Under Labor Code § 2699(a) (which provides that any provision of the Labor
8 Code that provides for a civil penalty to be assessed and collected by the LWDA, or any of its
9 departments, divisions, commissions, board agencies or employees, such civil penalties may, as
10 an alternative, be recovered through a civil action brought by an aggrieved employee on behalf
11 of himself or herself and other current or former employees) and Labor Code § 2699(f) (which
12 establishes a civil penalty for violations of all Labor Code provisions except those for which a
13 civil penalty is specifically provided), Plaintiff and all other similarly situated aggrieved
14 employees seek recovery of all applicable civil penalties, as follows:

- 15 a. As applicable, for civil penalties under Labor Code § 2699(f), for all
16 violations of the Labor Code except for those for which a civil penalty is
17 specifically provided, in the amount of \$100 for each aggrieved employee per
18 pay period for the initial violation; and \$200 for each aggrieved employee per
19 pay period for each subsequent violation;
- 20 b. As applicable, civil penalties under Labor Code § 558 (in addition to and
21 entirely independent and apart from any other penalty provided in the Labor
22 Code), for violations of Labor Code §§ 500-556, in the amount of \$50 for
23 each underpaid aggrieved employee for each pay period the aggrieved
24 employee was underpaid, and \$100 for each subsequent violation for each
25 underpaid employee for each pay period for which the employee was
26 underpaid;
- 27 c. As applicable, for civil penalties under Labor Code § 1197.1 (in addition to
28 and entirely independent and apart from any other penalty provided in the

Labor Code), for violations of Labor Code §§ 1194 and 1197, in the amount of \$100 for each underpaid aggrieved employee for each pay period the aggrieved employee was intentionally underpaid, and \$250 for each subsequent violation for each underpaid aggrieved employees regardless of whether the initial violation was intentionally committed;

- d. As applicable, for civil penalties under Labor Code § 210 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for each employee who is/was not paid wages in accordance with Labor Code §§ 204 and 204b in the amount of a civil penalty of \$100 for each aggrieved employee per pay period for each initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;
- e. As applicable, for civil penalties under Labor Code § 226.3 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for each violation of Labor Code § 226(a), in the amount of \$250 for each aggrieved employee per pay period for each violation and \$1,000 for each aggrieved employee per pay period for each subsequent violation; and
- f. As applicable, for any and all additional civil penalties and sums as provided by the Labor Code and/or other relevant statutes.

70. In addition, Plaintiff seeks and is entitled to 65% of all penalties obtained under Labor Code § 2699 to be allocated to the LWDA, for education of employers and employees about their rights and responsibilities under the Labor Code, and 35% to Plaintiff and all other similarly situated aggrieved employees.

71. Further, Plaintiffs are entitled to recover reasonable attorneys' fees and costs under Labor Code § 2699(k)(1) and any other applicable statute.

72. Labor Code § 2699.3(a) states in pertinent part, "A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5 shall commence only after the following requirements have been met:
(1)(A) The aggrieved employee or representative shall give written notice by online filing with

1 the Labor and Workforce Development Agency and by certified mail to the employer of the
2 specific provisions of this code alleged to have been violated, including the facts and theories to
3 support the alleged violation.”

4 73. Labor Code § 2699.3(a) further states in pertinent part, “(2)(A) The agency shall
5 notify the employer and the aggrieved employee or representative by certified mail that it does
6 not intend to investigate the alleged violation within 60 calendar days of the postmark date of the
7 notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided
8 within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the
9 aggrieved employee may commence a civil action pursuant to Section 2699.”

10 74. Labor Code § 2699.3(c)(1) states in pertinent part, “A civil action by an aggrieved
11 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision
12 other than those listed in Section 2699.5 or Division 5 (commencing with Section 6300) shall
13 commence only after the following requirements have been met: (1) (A) The aggrieved
14 employee or representative shall give written notice by online filing with the Labor and
15 Workforce Development Agency and by certified mail to the employer of the specific provisions
16 of this code alleged to have been violated, including the facts and theories to support the alleged
17 violation.”

18 75. Labor Code § 2699.3(c) further states in pertinent part, “(2)(A) The employer may
19 cure the alleged violation within 33 calendar days of the postmark date of the notice. The
20 employer shall give written notice by certified mail within that period of time to the aggrieved
21 employee or representative and the agency if the alleged violation is cured, including a
22 description of actions taken, and no civil action pursuant to Section 2699 may commence. If the
23 alleged violation is not cured within the 33-day period, the employee may commence a civil
24 action pursuant to Section 2699.”

25 76. Here, Plaintiff’s civil action alleges violations of provisions listed in Labor Code
26 § 2699.5 and violations of provisions other than those listed in Labor Code § 2699.5. As such,
27 Labor Code §§ 2699.3(a) and 2699.3(c) apply to this action.

28 ///

77. On December 19, 2024, Plaintiff complied with Labor Code §§ 2699.3(a) and 2699.3(c) in that Plaintiff gave written notice by online filing with the LWDA and by certified mail to Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Attached hereto as Exhibit 1 is Plaintiff's LWDA letter.

79. Further, as of January 21, 2025, (33 calendar days after Plaintiff's December 19, 2024, LWDA letter was mailed to Defendant via certified mail), Plaintiff has not received from Defendant written notice by certified mail that the alleged violations have been cured, including a description of actions taken. As such, Plaintiff has complied with Labor Code § 2699.3(c) and have been given authorization therefrom to commence a civil action which includes a cause of action under Labor Code § 2699.

PRAYER FOR RELIEF

a. As applicable, for civil penalties under Labor Code §§ 2699(f), 558, 210, 226.3, 1197.1, and any other applicable statute;

Dated: February 24, 2025

By:

EXHIBIT 1

December 19, 2024

Submitted at <https://www.dir.ca.gov> with \$75 filing fee

PAGA Administrator
California Labor and Workforce Development Agency
PAGAFilings@dir.ca.gov

Re: Southwest College of Medical-Dental Assistants & Practical Nurses d/b/a
“Success Education Colleges” (the “Employer”)

NOTICE OF LABOR CODE VIOLATIONS UNDER LABOR CODE § 2699.3

To: PAGA Administrator, California Labor and Workforce Development Agency, and
the Employer

From: Gina Marie Aguirre (the “Employee”), who was subjected to the wage and hour
practices set forth below

The Employee, by way of the above-named counsel, submits this Notice, under and in
compliance with the requirements of California Labor Code § 2699.3(a)/(c), and alleges the facts
and theories to support the alleged violations as follows:

During the applicable time period the Employee and all other similarly situated aggrieved
employees as non-exempt employees and utilized consistent policies and procedures regarding
the Employee and all such other aggrieved employees, as follows:

First, the Employee and other aggrieved employees spent time under the Employer’s
control but were not paid therefor. For example, the Employer required the Employee and other
aggrieved employees to undergo Covid screenings and tests while off the clock, engage in work-
related tasks at the beginning of their shifts before clocking in, and/or use their personal mobile
devices for work-related tasks, including before and/or after their shifts. In these circumstances,
the Employer failed to pay all straight time, minimum, and/or overtime wages due for the time
the Employee and other aggrieved employees were subject to the Employer’s control. As such,
the Employer violated Labor Code §§ 510, 1194, 1197, and/or 1198 and the applicable Industrial
Wage Order, and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Second, the Employer failed to timely provide all legally compliant meal breaks
(including second meal breaks) to the Employee and other aggrieved employees, because the
Employer failed to relinquish all control and/or because meal breaks were missed, interrupted,
short and/or late. The Employee and other aggrieved employees routinely worked over five hours
but did not always get lawful full thirty-minute uninterrupted meal breaks within the first five
hours of their shifts. Further, they sometimes worked over ten and/or twelve hours but were not
timely provided a legally compliant second meal break. The Employer did not always pay a meal
period penalty for these violations. As such, the Employer violated Labor Code §§ 226.7, 512
and 516 and the applicable Industrial Wage Order ¶ 11 and owes penalties under Labor Code §§
2699(f) and/or 558.

Third, the Employer failed to always authorize and permit paid rest breaks to the
Employee and other aggrieved employees. The Employee and other aggrieved employees did not
always get full ten-minute uninterrupted rest breaks within the first four hours of their shift or



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major fraction thereof and each subsequent four hours worked thereafter or major fraction thereof. Additionally, the Employer did not relinquish all control of the Employee and other aggrieved employees during rest breaks because the Employer has a policy that states in pertinent part “You are required to remain on the work premises during your rest break(s). You are expected to return to work promptly at the end of any rest break.” As such, the Employee and other aggrieved employees were not always authorized and permitted legally compliant rest breaks. The Employer did not always pay a rest period penalty for these violations. As such, the Employer violated Labor Code §§ 226.7 and 516, and the applicable Industrial Wage Order ¶ 12(A)/(B) and owes rest period wages and penalties under Labor Code §§ 2699(f) and/or 558.

Fourth, the Employee and other aggrieved employees incurred expenses while performing reasonable and necessary work-related duties, including but not limited to the use of their personal mobile devices, personal vehicles (including but not limited to mileage), personal computers, internet access expenses for work-related activities, and/or other necessary work expenses. The Employer failed to reimburse for these work-related expenses. As such, the Employer violated Labor Code § 2802 by failing to reimburse the Employee and other aggrieved employees for all business expenses reasonably incurred in the course of their required work duties and owes penalties under Labor Code § 2699(f).

Fifth, regarding wage statements, under Labor Code § 226 and the applicable Industrial Wage Order, the Employer is required to include certain information on a paystub. Here, because of the Employer failed to pay all wages as set forth above, Employer issued wage statements that inaccurately reflected hours worked and/or wages earned by the Employee and other aggrieved employees, and the Employer has derivatively violated Labor Code § 226 and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Sixth, and finally, regarding waiting time penalties, because the Employer failed to pay all wages as set forth above, formerly-employed aggrieved employees are entitled to thirty days of wages at their regular rate of pay for the Employer’s failure to pay all wages due upon separation of employment. The Employer’s failure to timely pay final wages to formerly-employed aggrieved employees was willful in that the Employer adopted policies and/or practices that were incompatible with the Labor Code. Because the Employer failed to pay all wages as set forth above, the Employer derivatively violated Labor Code §§ 201-202 and owes penalties under Labor Code §§ 2699(f) and/or 201-203.

Under Labor Code § 2699.3(a)(2)(A), please advise within 65 calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

Further, under Labor Code § 2699.3(c)(2)(A), the Employer may cure the alleged violations within 33 calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

In addition, this letter clearly sets forth the Employee’s grievances and proposed remedies, under the Labor Code, PAGA, and otherwise, as set forth above. The Employee would like to engage in reasonable efforts to settle this dispute before filing a civil action against the Employer. The Employee gives the Employer the opportunity, prior to the expiration of the deadline for the LWDA to investigate, to meet the Employee’s demands and settle this dispute.



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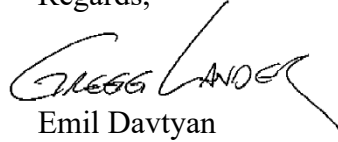
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We understand that if we do not receive a response within 65 calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from the Employer that the alleged violations are cured, and/or if the alleged violations are not cured, then the Employee may immediately thereafter commence a civil action against the Employer under Labor Code § 2699.

Thank you for your consideration.

Regards,



Emil Davtyan
Gregg Lander
Vanessa M. Ruggles

cc: (via Certified Mail)
Southwest College of Medical-Dental Assistants & Practical Nurses
d/b/a "Success Education Colleges"
Attn: Jason Li – Chief Financial Officer
2121 W. Garvey Ave N
West Covina, CA 91790

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I, the undersigned, am over the age of 18 years and not a party to this action. My business
4 address is 1635 Pontius Avenue, Second Floor, Los Angeles, CA 90025-3361, which is located
in Los Angeles County, where the service herein occurred.

5 On the date of execution hereof, I caused to be served the following attached document/s:

6 **FIRST AMENDED COMPLAINT FOR CIVIL PENALTIES UNDER THE**
7 **PRIVATE ATTORNEYS GENERAL ACT (Labor Code §§ 2698, et seq.)**

8 on the interested parties in this action, addressed as follows:

9 Attorneys for Defendant Southwest College of Medical-Dental Assistants & Practical
Nurses d/b/a "Success Education Colleges":

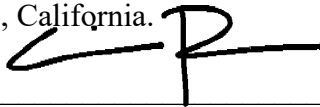
10 Derek S. Sachs, Esq.
11 Elaine McCormick, Esq.
O'HAGAN MEYER
12 1201 K Street, Suite 1960
Sacramento, CA 95814
13 Tel.: (916) 884-0751
Emails: DSachs@ohaganmeyer.com,
14 EMccormick@ohaganmeyer.com

15 using the following service method:

16 X **VIA ELECTRONIC MAIL:** Service by electronic mail to parties who have already
17 appeared in this post-January 1, 2019 proceeding was made pursuant to the procedures specified
in California Code of Civil Procedure § 1010.6(b). The electronic mail was sent to electronic
service address(es) that has/have been previously confirmed by email.

18 I declare under penalty of perjury under the laws of the United States of America and the State of
19 California that the foregoing is true and correct.

20 Executed on **February 24, 2025**, at Los Angeles, California.



21 **Cindy Rivas**