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County Of Los Angeles

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Attorneys for Plaintiff Erica Salgado, an individual,  
on behalf of herself and all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

ERICA SALGADO, an individual,  
Plaintiff,

v.

KNOWLEDGE UNIVERSE EDUCATION,  
LLC, a Delaware limited liability company,  
ADP PAYROLL SERVICES, INC., a  
Delaware corporation, and DOES 1 through  
200, inclusive,  
Defendants.

CASE NO. BC 560647

By Fax

CLASS ACTION, CCP §382

**FIRST AMENDED CLASS ACTION  
COMPLAINT AND ENFORCEMENT  
ACTION UNDER THE PRIVATE  
ATTORNEYS GENERAL ACT,  
CALIFORNIA LABOR CODE §§2698 ET  
SEQ.:**

- (1) PAYMENT OF WAGES WITH PROHIBITED FORM OF PAYMENT;
- (2) CAL. LABOR CODE VIOLATIONS;
- (3) WAITING TIME PENALTIES;
- (4) UNFAIR BUSINESS PRACTICES;
- (5) CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT, CAL. LABOR CODE §§ 2698 ET SEQ.

**JURY TRIAL DEMAND**

1 Plaintiff ERICA SALGADO (“Salgado”), an individual, on behalf of herself, all others  
2 similarly situated, the general public, and all aggrieved employees (hereinafter “Plaintiffs”)  
3 hereby complains against the Defendants (identified herein below), alleging as follows:

4 I.

5 **INTRODUCTION**

6 1. Plaintiff herein seeks relief from this Court for a relatively new practice that has  
7 been cropping up in businesses throughout California and elsewhere; whereby, employers and  
8 their agents and/or other persons pay employees by way of debit cards in lieu of either checks or  
9 direct deposit into the employees’ personal bank accounts, charging a fee for the use of such  
10 cards, and keeping the residual “change” amount not available from an ATM machine.

11 2. Labor Code § 221 makes it “unlawful for any employer to collect or receive from  
12 an employee any part of wages theretofore paid by said employer to said employee.”

13 3. Labor Code § 212, in pertinent part states that:

14 (a) No person, or agent or officer thereof, shall issue in payment of wages due, or  
15 to become due, or as an advance on wages to be earned:

16 (1) Any order, check, draft, note, memorandum, or other acknowledgment of  
17 indebtedness, unless it is negotiable and payable in cash, on demand, without  
18 discount, at some established place of business in the state, the name and  
19 address of which must appear on the instrument, and at the time of its issuance  
20 and for a reasonable time thereafter, which must be at least 30 days, the maker  
21 or drawer has sufficient funds in, or credit, arrangement, or understanding  
22 with the drawee for its payment.

23 4. Labor Code § 225.5 provides a penalty for violations of Labor Code § 212,  
24 particularly when an employee is unable to cash his or her check, as it were, without a fee, which  
25 ultimately results in the withholding of wages. Labor Code § 225.5 provides, in part, emphasis  
26 added:

27 In addition to, and entirely independent and apart from, any other penalty provided in this  
28 article, **every person** who unlawfully withholds wages due any employee in violation of  
Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty as follows . . .

5. Defendants are each “persons,” under Labor Code § 18 which states: “Person’  
means any person, association, organization, partnership, business trust, limited liability  
company, or corporation.”

1           6. Defendant KNOWLEDGE UNIVERSE EDUCATION, LLC, is the Plaintiff's  
2 employer who unilaterally imposed a debit card program on its employees without their consent,  
3 in lieu of payment by way of direct deposit or negotiable instrument payable at face value at any  
4 bank, i.e. a payroll check.

5           7. Defendant ADP PAYROLL SERVICES, INC., was the agent of the employer who  
6 is responsible for payment of the employee's wages and who requires a rebate from the  
7 employees using the debit card which reduces its charges to the employer for this service.

8           8. Plaintiff is informed and believes and based on her own experience alleges that she  
9 and other putative class members were required to pay fees for each and every attempt to  
10 withdraw wages, which, for all practical purposes, could only be done from ATM machines.  
11 Payment of said fees was, for all practical purposes, unavoidable and resulted in the unlawful  
12 withholding of a portion of employee wages

13           9. Moreover, because ATMs typically only dispense cash in increments of \$20,  
14 plaintiff and other putative class members were unable to access the entirety of their wages in a  
15 single withdrawal, since wages rarely are payable *in full* in \$20 increments.

16           10. What is more, Plaintiff was subjected to charges on each and every withdrawal she  
17 made on the debit card that was issued to her, without her consent, at the time of the termination  
18 of her employment as a means of final payment of her wages.

19           11. Plaintiff is informed and believes and thereon alleges, based in part on her own  
20 experience that neither she nor members of the putative class herein are/were provided any notice  
21 of the terms or conditions or schedules of fees from the payroll debit card issuer.

22           12. By unilaterally imposing debit cards as the means of wage payment upon  
23 employees, Defendants forced plaintiff and putative class members to patronize the employers'  
24 agents and/or other persons (who are Defendant herein), who are believed to reap significant  
25 financial rewards through the imposition of transaction fees on Plaintiff and the Plaintiff class.

26           13. While it may not seem like a large amount of money (perhaps only three dollars  
27 per transaction fee), when one is a low wage earner, having an employer or its agents unlawfully  
28 take even a small portion of what little one has earned – that is a particularly pernicious practice

1 warranting the imposition of substantial penalties to deter not just the defendants, but others from  
2 engaging in such wage theft.

3 14. The inevitable result of this sort of a debit card program is all too predictable; it  
4 results in the forfeiture of a significant portion of wages in far too many instances.

5 15. Plaintiff's case is illustrative, because, in addition to having been subjected to  
6 three dollar transaction fees on each of her withdrawals, Defendants imposed a complete  
7 forfeiture on her remaining balance of wages that she had not withdrawn by a deadline arbitrarily  
8 set by Defendants, which deadline was not expressly communicated to Plaintiff or putative class  
9 members.

10 16. Within the past year, Defendants subjected Plaintiff to the complete forfeiture of  
11 \$21.07 of her wages, both (a) because it was impossible to withdraw that remaining balance from  
12 an ATM, especially if one is required to pay a two to three dollar transaction fee, inasmuch as  
13 balance remaining after imposition of a transaction fee would be less than \$20, and cash machines  
14 do not dispense money in denominations of less than \$20 and (b) because Defendants made the  
15 card ineffective, imposing an unreasonable and uncommunicated expiration date on the debit  
16 card.

17 17. California Code of Civil Procedure § 382 and California Business and Professions  
18 Code ("B&PC") §§17200, et seq., authorize Plaintiff to seek class action and representative  
19 action treatment to obtain damages, penalties, and restitution of the moneys improperly withheld  
20 Plaintiff's and a putative class members' pay as a result of Defendants' scheme to impose a debit  
21 card program on employees in the manner described above.

22 18. Moreover, California Labor Code sections 2698 *et seq.*, the "Labor Code Private  
23 Attorneys General Act" ("PAGA"), authorizes aggrieved employees like Plaintiff herein to sue  
24 her employer directly for various civil penalties under the California Labor Code.

25 19. On June 16, 2014, Plaintiff Salgado timely provided notice to the California Labor  
26 and Workforce Development Agency ("LWDA") and to Defendants Knowledge Universe  
27 Education, LLC and ADP Payroll Services, Inc. pursuant to California Labor Code section  
28 2699.3.



1 27. Plaintiff is ignorant of the true names and capacities, whether individual,  
2 corporate or otherwise, of the fictitiously named defendants designated as DOES 1 through 200,  
3 inclusive. Plaintiff is informed and believes, and thereon alleges, that each fictitiously named  
4 defendant was in some way responsible for, participated in, or contributed to the matters and  
5 things complained of herein, and is legally responsible for the damages complained of herein.

6 28. Plaintiff further believes that a substantial portion of these Doe defendants are  
7 employers, agents of employers, and/or persons, and constitute a class of employers who utilize  
8 the debit card program described herein as a means of surreptitiously engaging in the theft of  
9 employee wages. This case seeks to end this practice by targeting not only Plaintiff’s employer,  
10 namely the Knowledge Universe defendant, but all such employers, agents of employers, and/or  
11 persons that utilize the Defendants’ debit card program described herein.

12 29. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
13 mentioned, each of the defendants, including each of the fictitiously named defendants, was the  
14 agent, principal, employer or employee of each other defendant, and they were acting within the  
15 course and scope of such relationship in doing the things herein alleged, or they ratified,  
16 acquiesced in, consented to, aided, abetted and/or approved each and all of the acts of each of the  
17 other defendants, so that each defendant is jointly and severally responsible and liable for the  
18 acts alleged herein.

19 30. For convenience, unless otherwise specified, the Defendants identified herein  
20 above are collectively referred herein as “Defendants.”

21 **IV.**

22 **CLASS ACTION ALLEGATIONS**

23 31. Pursuant to California Code of Civil Procedure (“CCP”) §382 and common law  
24 related thereto, a case should be treated as a class action when a court finds: (a) that the  
25 predominant issues raised in the case are of a common interest; (b) that the parties are so  
26 numerous that it is impracticable to bring them all before this Court; (c) that the proposed Class  
27 and Subclass are clearly and easily ascertainable; (d) that the named representatives’ claims are  
28 typical of the claims of the proposed classes; (e) that the Class representatives will adequately  
represent the interests of the classes; and (e) that a class action is superior to other methods of

1 adjudicating the claims alleged herein. Plaintiff herein alleges that each and every one of the  
2 foregoing can and will be demonstrated at the time for hearing on Plaintiff’s motion for class  
3 certification.

4 32. Plaintiff brings this suit as a class action pursuant to CCP §382, on behalf of the  
5 Class of individuals which are defined as follows: All persons who, within the four years prior  
6 to the initial filing of the Complaint herein, have worked in the State of California and who were  
7 subjected to a payroll debit card program established or effectuated by the Defendants herein.  
8 Included in that class is the sub-class of “All persons who, within the four years prior to the  
9 initial filing of the Complaint herein, have worked in the State of California and who were  
10 employees of Defendant Employer and were subjected to a payroll debit card program described  
11 herein.

12 33. Plaintiff also seeks to establish the Subclass of all persons who are former  
13 employees within three years of the initial filing of the Complaint herein who were subject to a  
14 payroll debit card program established or effectuated by the Defendant Employer herein, i.e. the  
15 LC Subclass.

16 34. Members of the Class and Subclass will hereinafter be referred to as “class  
17 members.”

18 35. Plaintiffs reserve the right to redefine the Class and Subclass and to add additional  
19 subclasses as appropriate based on further investigation, discovery, and specific theories of  
20 liability.

21 36. **Numerosity:** Plaintiffs are informed and believe and based on such information  
22 and belief allege that, in conformity with CCP § 382, the potential membership in the Class and  
23 the subclass is so numerous that joinder of all members is impractical. While the exact number  
24 of members in each of the classes is presently unknown to Plaintiffs, Plaintiffs estimate  
25 membership in the Class and to exceed 1000 each subclass to exceed 100. The exact number and  
26 specific identities of the members of the Class and the subclass, may be readily ascertained  
27 through inspection of Defendants’ business records. Moreover, the disposition of class  
28 members’ claims by way of a class action will provide substantial benefits to the parties and the  
Court.

1           37.     **Commonality:** Plaintiff is informed and believes and based on such information  
2 and belief alleges that numerous questions of law and/or fact are common to all members of the  
3 class, including, without limitation:

- 4           a.     Whether the imposition of a debit card program by the Defendants herein on  
5 employees in California has resulted in the violation of various Labor Code  
6 sections, including, but not limited to Labor Code §§ 201, 212, 221, 224,  
7 225.5, 226(a), 226.3, and 450;
- 8           b.     Whether Defendants complied with the wage reporting requirements of Labor  
9 Code § 226 (a);
- 10          c.     whether Defendants unlawfully deducted wages from Plaintiff and class  
11 members without proper authorization;
- 12          d.     whether Defendants failed to timely pay Plaintiff and putative class members  
13 the wages due them during their employment;
- 14          e.     whether Defendants failed to timely pay wages due to Plaintiff and class  
15 members upon their discharge;
- 16          f.     whether Defendants' failure to pay all wages, without abatement or reduction,  
17 in accordance with the California Labor Code was willful or reckless;
- 18          g.     whether Defendants engaged in unfair business practices in violation of  
19 California Business & Professions Code §§ 17200, et seq.; and,
- 20          h.     the appropriate amount of damages, restitution, or monetary penalties resulting  
21 from Defendants' alleged violations of California Law.

22           38.     **Typicality:** Plaintiff's claims are typical of those of the class members, because  
23 plaintiff suffered the violations set forth in this Complaint.

24           39.     **Adequacy:** Plaintiff will adequately protect the interests of class members.  
25 Plaintiff has no interests that are adverse to or conflict with class members and is committed to  
26 the vigorous prosecution of this lawsuit. To that end, plaintiff has retained counsel who are  
27 competent and experienced in handling class actions on behalf of employees.

28           40.     **Superiority:** A class action is superior to all other available methods for the fair  
and efficient adjudication of this controversy, since joinder of all members is impracticable.



1 Furthermore as the amount suffered by individual class members may be relatively small, the  
2 expense and burden of individual litigation make it impossible for members of the Class to  
3 individually redress the wrongs done to them. There will be no inordinate difficulty in the  
4 management of this case as a class action. Plaintiff is informed and believes and based on such  
5 information and belief alleges that this action is properly brought as a class action, not only  
6 because the prerequisites of CCP §382 and common law related thereto are satisfied (as outlined  
7 above), but also because of the following:

- 8 a. The prosecution of separate actions by or against individual members of the Class  
9 would create risk of inconsistent or varying adjudications with respect to  
10 individual members of the Class which would establish incompatible standards of  
11 conduct for the party opposing the Class;
- 12 b. Adjudications with respect to individuals members of the Class would, as a  
13 practical matter, be dispositive of the interests of the other members not parties to  
14 the adjudications or substantially impair or impede their ability to protect their  
15 interests;
- 16 c. Defendants have acted or refused to act on grounds generally applicable to all  
17 members of the Class, making declaratory relief appropriate with respect to all of  
18 the Class;
- 19 d. Questions of law or fact common to the members of the Class predominate over  
20 any questions affecting only individual members; and, Class action treatment is  
21 superior to other available methods for the fair and efficient adjudication of the  
22 controversy.

23 **V.**

24 **PAGA ENFORCEMENT ACTION ALLEGATIONS AGAINST THE DEFENDANT**  
25 **EMPLOYER**

26 41. At all times set forth herein, PAGA was applicable to Plaintiff's employment by  
27 Defendant Knowledge Universe as the employer.

28 42. At all times set forth herein, PAGA states that any provision of law under the  
California labor code that provides for a civil penalty to be assessed and collected by the LWDA

1 for violations of the California labor code may, as an alternative, be recovered through a civil  
2 action brought by an aggrieved employee on behalf of him or herself and other current or former  
3 employees pursuant to procedures outlined in Labor Code § 2699.3.

4 43. Pursuant to PAGA, a civil action under PAGA may be brought by any “aggrieved  
5 employee,” who is a person that was employed by the alleged violator and against whom one or  
6 more of the alleged violations was committed.

7 44. Defendants employed Plaintiff and other employees and committed the alleged  
8 violations against Plaintiff and said employees in connection with their employment. Thus,  
9 Plaintiff and these other employees are “aggrieved employees” as that term is defined in Labor  
10 Code section 2699(c).

11 45. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved  
12 employee, including Plaintiffs, may pursue a civil action arising under PAGA after the following  
13 requirements have been met:

- 14 a. The aggrieved employee shall give written notice by certified mail (hereinafter  
15 “Employee’s Notice”) to the LWDA and the employer of the specific provisions  
16 of the California Labor Code alleged to have been violated, including the facts  
17 and theories to support the alleged violations.
- 18 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer  
19 and the aggrieved employee by certified mail that it does not intend to investigate  
20 the alleged violation within thirty (30) calendar days of the postmark date of the  
21 Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice  
22 is not provided within thirty-three (33) calendar days of the postmark date of the  
23 Employee’s Notice, the aggrieved employee may commence a civil action  
24 pursuant to California Labor Code section 2699 to recover civil penalties in  
addition to any other penalties to which the employee may be entitled.

25 46. As noted above, and June 16, 2014, Plaintiff Salgado provided written notice by  
26 certified mail to the LWDA and to Defendants of the specific provisions of the California Labor  
27 Code alleged to have been violated, including the facts and theories to support the alleged  
28 violations, pursuant to California Labor Code section 2699.3.

1 47. Over 33 days passed since Plaintiffs each sent the LWDA Notice described  
2 above. Also, on August 4, 2014, the LWDA responded to the LWDA Notice of Plaintiff Salgado  
3 and stated that the LWDA does not intend to investigate his allegations.

4 48. Thus, Plaintiff has satisfied the administrative prerequisites under California  
5 Labor Code section 2699.3(a) to recover civil penalties and unpaid wages against Defendants, in  
6 addition to other remedies, for violations of California Labor Code sections 201, 203, 212, 221,  
7 222, 223, 225.5, 226, 450, and 558.

8 **VI.**

9 **INDIVIDUAL CAUSES OF ACTION**

10 **FIRST CAUSE OF ACTION**  
11 **PAYMENT OF WAGES WITH PROHIBITED FORM OF PAYMENT**  
12 **AND RELATED LABOR CODE VIOLATIONS**

13 **(By Plaintiff and the Class and Sub-Classes**  
14 **Against All Defendants)**

15 49. Plaintiff re-alleges and incorporates by reference the allegations contained in  
16 preceding paragraphs as though fully set forth herein.

17 50. As set forth hereinabove, Defendants, by unilaterally imposing debit cards as a  
18 means of wage payment upon Plaintiff and class members as described hereinabove, violated  
19 Labor Code § 212.

20 51. Plaintiff and the class members seek damages in the amounts improperly withheld  
21 in an amount to be proved at time of trial, along with all appropriate penalties, including but not  
22 limited to the remedies made available under, *inter alia*, California Labor Code § 225.5, as well  
23 as prejudgment interest pursuant to Labor Code §§218.6 and 1194(a), Civil Code §§ 3287 and  
24 §3289, and reasonable attorneys' fees.

25 **SECOND CAUSE OF ACTION**  
26 **CALIFORNIA LABOR CODE VIOLATIONS**  
27 **(By Plaintiff and the Sub-Classes**  
28 **Against The Defendant Employer Only)**

52. Plaintiff re-alleges and incorporates by reference the allegations contained in  
preceding paragraphs as though fully set forth herein.

1 53. As set forth hereinabove, Defendant Employer, by unilaterally imposing debit  
2 cards as a means of wage payment upon Plaintiff and class members as described hereinabove,  
3 failed to timely pay all wages due in violation of Labor Code § 201, 202, 204, 204a, 204b, 212,  
4 221, 222, and 223.

5 54. Plaintiff and the class members seek damages in the amounts improperly withheld  
6 in an amount to be proved at time of trial, along with all appropriate penalties, including but not  
7 limited to the remedies made available under, *inter alia*, California Labor Code §§ 203, 225.5,  
8 and 558, as well as prejudgment interest pursuant to Labor Code §§ 218.6 and 1194(a), Civil  
9 Code §§ 3287 and §3289, and reasonable attorneys' fees pursuant to Labor Code § 1194.

10 **THIRD CAUSE OF ACTION**  
11 **WAITING TIME PENALTIES**  
12 **(By Plaintiff and the Sub Classes**  
**Against the Defendant Employer Only)**

13 55. Plaintiff re-alleges and incorporates by reference the allegations contained in the  
14 preceding paragraphs as though fully set forth herein.

15 56. California Labor Code §201 requires an employer who discharges an employee to pay all  
16 compensation due and owing to the employee immediately upon the employee's discharge from  
17 employment. California Labor Code §202 requires an employer promptly pay all compensation  
18 due and owing to an employee within 72 hours after that employee's employment terminates,  
19 including by resignation. California Labor Code § 204 requires an employer to pay all wages due  
20 to its employees when those wages are due. California Labor Code §203 provides that if an  
21 employer willfully fails to pay all compensation due promptly upon discharge or resignation, as  
22 required by §§ 201 and 202, the employer shall be liable for waiting time penalties in the form of  
23 continued compensation for up to 30 work days.

24 57. As noted hereinabove, Defendant Employer utilization of a debit card program that results  
25 in an incomplete payment of wages due and owing, kickbacks to the employer and/or its agents,  
26 unconscionable fees and the ultimate forfeiture of a portion of one's wages -- the same results in a  
27 violation of Labor Code § 203.  
28

1 58. The Defendant Employer. Knowledge Universe has thus willfully failed to make timely  
2 payment of the full wages due to these employees who have quit or have been discharged, thereby  
3 violating California Labor Code §§ 201-202.

4 59. The failure to completely compensate these employees means that Defendants have not  
5 only violated, but they also continue to violate California Labor Code § 204, which requires  
6 employers, including many of the Defendant Employer herein, to pay their employees their full  
7 wages when due.

8 60. Plaintiff seeks on behalf of LC 203 Subclass the penalties to which they are entitled  
9 pursuant to Labor Code §203, in the amount of each LC 203 Subclass members' daily wage  
10 multiplied by thirty (30) days, the exact amount of which is to be determined at trial.

11 **FOURTH CAUSE OF ACTION**  
12 **UNFAIR BUSINESS PRACTICES**  
13 **(By Plaintiff and the Class and Sub-Classes**  
14 **Against All Defendants)**

15 61. Plaintiff re-alleges and incorporates by reference the allegations contained in the  
16 preceding paragraphs as though fully set forth herein.

17 62. Defendants, and each of them, have engaged in unfair business practices in California by  
18 utilizing and engaging in an unlawful pattern and practice of failing to properly pay employee  
19 compensation as described hereinabove, specifically, by requiring the plaintiff Class to perform  
20 the work without timely or full pay for the wages due and owing due to the utilization of the  
21 payroll debit card program described herein above.

22 63. Defendants' use of such practices constitutes an unfair business practice, unfair  
23 competition, and provides an unfair advantage over Defendants' competitors. Plaintiff and other  
24 similarly situated members of the general public seek full restitution on account of the economic  
25 injuries they have suffered along with disgorgement of ill-gotten gains from the Defendants as  
26 necessary and according to proof, to restore any and all monies withheld, acquired and/or  
27 converted by Defendants by means of the unfair business practices complained of herein.

28 64. Plaintiff seeks on her own behalf and on behalf of the general public, the appointment of a  
receiver, as necessary, to oversee said restitution, including all wages earned and unpaid,  
including interest thereon.

1           65. The acts complained of herein, occurred, at least in part, within the last four (4) years  
2 preceding the originally filed Complaint in this action.

3           66. Further, if Defendants are not enjoined from the unlawful conduct described above,  
4 Defendants will continue unabated in their unlawful conduct, which will continue to result in  
5 irreparable injury to members of the general public, including, but not limited to all members of  
6 the Class and all members of the sub-class who are current employees of the Defendant  
7 Employer, and for which there is no adequate remedy at law. Thus, Plaintiff requests that the  
8 Court issue a preliminary and permanent injunction prohibiting Defendants from engaging in the  
9 foregoing conduct.

10          67. Plaintiff, on behalf of the general public and members of the Class, seeks full restitution  
11 from Defendants, as necessary and according to proof, to restore all monies withheld, acquired  
12 and/or converted by Defendants by means of the unfair practices complained of herein.

13                                   **FIFTH CAUSE OF ACTION**  
14                                   **CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT,**  
15                                   **CAL. LABOR CODE §§ 2698 ET SEQ.**  
16                                   **(By Plaintiff and the Class and Sub-Classes**  
17                                   **Against Employer Defendant Only)**

18          68. Plaintiff re-alleges and incorporates by reference the allegations contained in the  
19 preceding paragraphs as though fully set forth herein.

20          69. Plaintiff on behalf of herself, all aggrieved employees and/or on behalf of the  
21 putative classes herein, as well as the general public of the State of California alleges that  
22 Defendants here have violated the following provisions of the California Labor Code in the  
23 following provisions of the applicable IWC Wage Order in which violations are actionable  
24 through the PAGA, as previously alleged herein: California Labor Code §§ 201, 202, 203, 204,  
25 204a, 204b, 212, 221, 222, 223, 226, 450 and 558.

26          70. Each of these violations entitles Plaintiff, as a private attorney general, to recover  
27 the applicable statutory civil penalties against her employer on her own behalf, on behalf of all  
28 aggrieved employees, and on behalf of the general public.

          71. California Labor Code §2699 (a), which is part of PAGA, provides in pertinent  
part:

1 notwithstanding any other provision of law, any provision of this code that provides for a  
2 civil penalty to be assessed and collected by the Labor and Workforce Development Agency or  
3 any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of  
4 this code, may, as an alternative, be recovered through a civil action brought by an aggrieved  
employee on behalf of himself or herself and other current or former employees pursuant to the  
procedures specified in Section 2699.3.

5 72. California Labor Code § 2699 (F), which is part of PAGA, provides in pertinent  
6 part:

7 for all provisions of this code except for those for which a civil penalty is specifically  
provided, there is established a civil penalty for a violation of these provisions, as follows:...

8 (2) If, at the time of the alleged violation, the person employs one or more employees,  
9 the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the  
initial violation and two hundred (\$200) for each for each aggrieved employee per pay period for  
each subsequent violation.

10 73. Plaintiff and the Class are entitled to civil penalties, to be paid by Defendants and  
11 allocated as PAGA requires, pursuant to California Labor Code § 2699(a) for Defendants'  
12 violations of the California Labor Code and IWC Wage Orders for which violations a civil  
13 penalty is already specifically provided by law; and Plaintiff is entitled to civil penalties, to be  
14 paid by Defendants and allocated as PAGA requires, pursuant to California Labor Code §2699 for  
15 Defendants' violations of the California Labor Code and IWC Wage Orders for which violations  
16 a civil penalty is not already specifically provided.

17 74. Plaintiff Salgado has exhausted her administrative remedies as required by  
18 California Labor Code 2699.3.

19 75. Under PAGA, Plaintiff and the State of California are entitled to recover the  
20 maximum civil penalties permitted by law for the violations of the California Labor Code and  
21 applicable Wage Order that are alleged in this Complaint.

## 22 VII.

### 23 PRAYER FOR RELIEF

24 **WHEREFORE**, Plaintiffs pray this Court enter a judgment against Defendants as  
follows:

- 25 1. For the First Cause of Action against All Defendants for **PAYMENT OF WAGES**  
26 **WITH PROHIBITED FORM OF PAYMENT AND RELATED LABOR CODE**  
27 **VIOLATIONS:**

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- a. Damages in the amounts improperly withheld from the Plaintiff and the class and employee subclass of wages in an amount to be proved at time of trial,
  - b. all appropriate penalties, including but not limited to the remedies made available under, *inter alia*, California Labor Code §§ 203, 225.5, and 558,
  - c. prejudgment interest pursuant to Labor Code §§218.6 and 1194(a), Civil Code §§ 3287 and §3289, and
  - d. reasonable attorneys fees pursuant to Labor Code § 1194.
2. For the Second Cause of Action against the Defendant Employer only for **WAITING TIME PENALTIES**: penalties to which Plaintiff and the LC sub-class of Defendant Employer’s employees are entitled pursuant to Labor Code §203 against Defendant KNOWLEDGE UNIVERSE EDUCATION, LLC, in the amount of each LC 203 Subclass members’ daily wage multiplied by thirty (30) days, the exact amount of which is to be determined at trial;
3. For the Third Cause of Action against all Defendants for **UNFAIR BUSINESS PRACTICES**:
- a. For an accounting, under administration of Plaintiff and/or the receiver and subject to Court review, to determine the amount to be returned by Defendants, and the amounts to be refunded to members of the classes who are owed monies by Defendants;
  - b. For an Order requiring Defendants to make full restitution and payment pursuant to California law;
  - c. For an Order for a preliminary and/or permanent injunction prohibiting Defendants from engaging in the acts complained of herein;
  - d. For all other appropriate injunctive, declaratory and equitable relief;
  - e. For interest to the extent permitted by law;
  - f. For an award of reasonable attorneys’ fees and costs incurred in the investigation, filing and prosecution of this action pursuant to CCP §1021.5, B&PC §17200, et seq., Labor Code §1194 and/or any other applicable provision of law;



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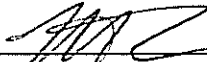
- g. Appointment of a receiver, as necessary to oversee the restitution and/or disgorgement of profits obtained by Defendants by way of the unfair business practices complained of above in the eighth cause of action; and,
- h. For all other relief as the Court may deem proper.

4. For the Fourth Cause of Action against DEFENDANT EMPLOYER KNOWLEDGE UNIVERSE EDUCATION, LLC pursuant to **CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT, CAL. LABOR CODE §§ 2698 ET SEQ.:**

- a. That the Court declare, adjudge and decree that Defendant Employer violated the following California Labor Code sections as to Plaintiff and aggrieved employees: Labor Code §§ 201, 202, 203, 204, 204a, 204b, 212, 221, 222, 223, 226, 450, and 558;
- b. For civil penalties and unpaid wages pursuant to California Labor Code sections 2699(a) and/or 2699(f) and (g) and 558, plus costs and attorneys' fees, for violations of, *inter alia*, California Labor Code §§ 201, 202, 203, 204, 204a, 204b, 212, 221, 222, 223, 225.5, 226, 450; and
- c. For such other and further relief as the Court may deem equitable and appropriate.

- 5. For the costs incurred in this action, including reasonable attorneys' fees and expenses, pursuant to Labor Code § 1194, Government Code § 1021.5 as well as any other code section authorizing attorney fees;
- 6. An order to ALL Defendants to immediately cease their wrongful conduct as set forth above;
- 7. For pre-judgment and post-judgment interest at the legal rate;
- 8. For an order certifying the case as a class action, designating Plaintiff as class representative and Plaintiff's counsel as Class Counsel;
- 9. Such further legal and equitable relief as this Court may deem just and proper.

Dated: January 7, 2015

Thierman Buck, LLP  
By:   
Mark R. Thierman  
Attorneys for Plaintiff Salgado

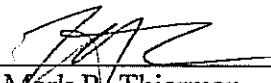
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**VIII.**  
**JURY DEMAND**

Plaintiff ERICA SALGADO hereby respectfully demands a trial by jury on all issues so triable.

Dated: January 7, 2015

Thierman Buck, LLP

By:   
Mark R. Thierman  
Attorneys for Plaintiff Salgado