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8 *Counsel for Plaintiff Salim Azzam*

9 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES**

11 SALIM AZZAM, an individual, on  
12 behalf of the State of California, as a  
13 private attorney general,

14 Plaintiff,

15 v.

16 U.S. TELEPACIFIC CORP.; and  
17 DOES 1 through 20, inclusive,

18 Defendants.

CASE NO.: 20STCV13325

**FIRST AMENDED COMPLAINT FOR:**

1. Discrimination in Violation of FEHA
2. Failure to Prevent Discrimination (FEHA)
3. Failure to Engage in a Timely Good Faith Interactive Process in Violation of FEHA
4. Failure to Provide Reasonable Accommodation
5. Retaliation in Violation of FEHA
6. Failure to Prevent Retaliation (FEHA)
7. Wrongful Termination in Violation of Public Policy
8. Failure to pay timely earned wages upon separation (Cal Lab. Code ss. 201, 203)
9. Failure to Provide Accurate Wage Statements in Violation of Cal Lab. Code s. 226
10. Failure to Pay Timely Earned Wages (Cal Lab. Code ss. 204
11. Retaliation in violation of LC 1102.5
12. Retaliation in violation of LC s. 98.6
13. Retaliation in Violation of LC s. 6310
14. Failure to Pay Meal and Rest Period Compensation (LC 226.7, 512)
15. Failure to Pay Overtime Compensation (Labor Code ss. 510)
16. Violation of LC 2802
17. Penalties Pursuant to Labor Code § 2699, et seq. for violations of Labor Code §§201, 202, 203, 204, 226, 226.7, 510, 512, 98.6, 1102.5 and 2802

**DEMAND FOR JURY TRIAL**

1 Plaintiff SALIM AZZAM for his First Amended Complaint against Defendants U.S. TELEPACIFIC  
2 CORP.; and DOES 1 through 20, inclusive, hereby complains and alleges as follows:

3 **PARTIES, JURISDICTION AND VENUE**

4  
5 1. Plaintiff SALIM AZZAM was at all times relevant to the matters alleged in this  
6 complaint an individual with her residence in California.

7 2. Defendant U.S. TELEPACIFIC CORP. is a California Corporation with its principal  
8 place of business in California and at all times relevant to this Complaint was doing business in  
9 California.

10  
11 3. Plaintiff also brings claims under the California Private Attorney General's Act  
12 enumerated in the Seventeenth Cause of Action on behalf of himself and all current and former  
13 employees who work or worked for Defendant in California during the one year prior to the date of  
14 this notice (the "Aggrieved Employees").

15  
16 4. Plaintiff is informed and believes and thereon alleges that the fictitiously-named  
17 Defendants sued herein as Does 1 through 20 inclusive, and each of them, are in some manner  
18 responsible for the occurrences, acts, and omissions alleged herein and that Plaintiff's damages were  
19 proximately caused by their conduct. The true names and capacities of such fictitiously-named Doe  
20 Defendants, whether individual, corporate, partnership, associate or otherwise, are presently  
21 unknown to Plaintiff, and Plaintiff will seek leave of the Court to amend this Complaint to assert the  
22 true names and capacities of such fictitiously-named Defendants when the same have been  
23 ascertained. For convenience, each reference to the named Defendant herein shall also refer to Does  
24 1 through 20, inclusive.

25  
26 5. Plaintiff is informed and believes and thereon alleges that in committing certain acts  
27 herein as alleged, some or all of the Defendants herein named were acting as the agents, joint ventures,  
28

1 partners, representatives, subsidiaries, affiliates and/or employees of some or all of the other  
2 Defendants, and that some or all of the conduct of such Defendants, as complained of herein, was  
3 within the course and scope of such relationship.

4 6. Pursuant to Article VI, Section 10 of the California Constitution, subject matter  
5 jurisdiction is proper in the Superior Court of California, County of Los Angeles.

6 7. Pursuant to Section 395 of the California Code of Civil Procedure, venue is proper in  
7 the Superior Court of California for the County of Los Angeles, because the Defendant conducted  
8 business in Los Angeles County.

9  
10 **FACTUAL BACKGROUND**

11 8. Defendant was Plaintiff's employer.

12 9. Plaintiff is over the age of 40.

13 10. Plaintiff experienced panic and anxiety attacks due to stress from extreme workload  
14 and work-related stress

15 11. Plaintiff made protected complaints to Defendant about stress and workload concerns  
16 and requested medical leave due to his injuries.

17 12. Defendant discriminated against Plaintiff on the bases of medical leave, disability and  
18 age and as a result, Defendant took adverse employment actions including, but not limited to,  
19 termination.

20 13. Defendant knew of the discrimination and failed to prevent it.

21 14. Plaintiff requested a disability related accommodation and requested medical leave  
22 and Defendant retaliated against Plaintiff for doing so by taking adverse employment actions  
23 including, but not limited to, termination.

24 15. Defendant was aware of the retaliation and failed to prevent it.

1           16. Defendant failed to engage in good faith in the interactive process and provide a  
2 reasonable accommodation.

3           17. Defendant terminated Plaintiff.

4           18. Plaintiff was misclassified as exempt when he was really a non-exempt employee.

5           19. Defendant failed to provide Plaintiff with legally required meal and rest breaks and  
6 failed to pay Plaintiff premiums for missed meal and rest breaks.  
7

8           20. Defendant failed to pay Plaintiff for overtime hours he worked.

9           21. Defendants failed to pay Plaintiff all wages due upon his termination and provide  
10 accurate wage statements.  
11

12           22. Defendant failed to reimburse Plaintiff for business expenses, including, but not  
13 limited to, mileage driven for trips for Defendant's benefit.

14           23. Plaintiff filed a charge with the California Department of Fair Employment and  
15 Housing and received a Notice of Right to Sue on March 24, 2020 and amended Right to Sue Letter  
16 on March 26, 2020 and has thus exhausted all necessary administrative remedies.  
17

18           24. Plaintiff filed a PAGA claim with the LWDA and served notice of the claim via  
19 certified mail, return receipt requested to Defendant on March 4, 2020. Plaintiff amended the claim  
20 and notice on April 1, 2020 and again on April 15, 2020. 65 days have elapsed since the initial claim  
21 and Plaintiff has thus exhausted all administrative remedies.  
22

23                           **FIRST CAUSE OF ACTION**  
24                           **(Discrimination in Violation of FEHA)**

25           25. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as  
26 though fully set forth herein.

27           26. Defendants' actions constitute discrimination in violation of the Fair Employment and  
28 Housing Act ("FEHA").

27. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered and continues to suffer a loss in earnings and other employment benefits according to proof at time of trial.

28. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered humiliation, emotional distress and mental pain and anguish all to Plaintiff's damages in an amount according to proof at trial.

29. In doing the acts herein alleged, Defendants acted with oppression, malice, and/or conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.

**SECOND CAUSE OF ACTION**  
**(Failure to Prevent Discrimination in Violation of FEHA)**

30. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as though fully set forth herein.

31. Under FEHA, it is unlawful for an employer to fail to take all reasonable steps to prevent discrimination.

32. Defendants had knowledge and/or reasonable notice of the discrimination that took place against Plaintiff and failed to prevent such.

33. As a proximate result of the wrongful conduct of Defendants Plaintiff has suffered and continues to suffer a loss in earnings and other employment benefits according to proof at time of trial.

34. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered humiliation, emotional distress and mental pain and anguish all to his damage in an amount according to proof at trial.

35. In doing the acts herein alleged, Defendants acted with oppression, malice, and/or conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.

**THIRD CAUSE OF ACTION**  
**(Failure to Engage in a Timely Good Faith Interactive Process in Violation of FEHA)**

36. Plaintiff re-alleges and incorporates all paragraphs of this Complaint as though fully set forth herein.

37. Defendants' actions constitute failure to engage in a timely good faith interactive process in violation of FEHA.

38. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered and continues to suffer a loss in earnings and other employment benefits according to proof at time of trial.

39. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered humiliation, emotional distress and mental pain and anguish all to his damages in an amount according to proof at trial.

40. In doing the acts herein alleged, Defendants acted with oppression, malice, and/or conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.

**FOURTH CAUSE OF ACTION**  
**(Failure to Provide Reasonable Accommodation in Violation of FEHA)**

41. Plaintiff re-alleges and incorporates all paragraphs of this Complaint as though fully set forth herein.

42. Defendants' actions constitute failure to provide reasonable accommodation in violation of FEHA.

43. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered and continues to suffer a loss in earnings and other employment benefits according to proof at time of trial.

1           44. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered  
2 humiliation, emotional distress and mental pain and anguish all to his damage in an amount according  
3 to proof at trial.

4           45. In doing the acts herein alleged, Defendants acted with oppression, malice, and/or  
5 conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.  
6

7                           **FIFTH CAUSE OF ACTION**  
8                           **(Retaliation in Violation of FEHA)**

9           46. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as  
10 though fully set forth herein.

11           47. Defendants' actions constitute retaliation in violation of the Fair Employment and  
12 Housing Act ("FEHA").

13           48. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered  
14 and continues to suffer a loss in earnings and other employment benefits according to proof at time  
15 of trial.  
16

17           49. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered  
18 humiliation, emotional distress and mental pain and anguish all to his damage in an amount according  
19 to proof at trial.  
20

21           50. In doing the acts herein alleged, Defendants acted with oppression, malice, and/or  
22 conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.  
23

24                           **SIXTH CAUSE OF ACTION**  
25                           **(Failure to Prevent Retaliation in Violation of FEHA)**

26           51. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as  
27 though fully set forth herein.  
28

1           52. Defendants' actions constitute failure to prevent retaliation in violation of the Fair  
2 Employment and Housing Act ("FEHA").

3           53. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered  
4 and continues to suffer a loss in earnings and other employment benefits according to proof at time  
5 of trial.

6           54. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered  
7 humiliation, emotional distress and mental pain and anguish all to his damage in an amount according  
8 to proof at trial.

9           55. In doing the acts herein alleged, Defendants acted with oppression, malice, and/or  
10 conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.

11  
12                           **SEVENTH CAUSE OF ACTION**  
13                           **(Wrongful Termination in Violation of Public Policy)**  
14

15           56. Plaintiff re-alleges and incorporates all paragraphs of this Complaint as though fully  
16 set forth herein.

17           57. Defendant's actions constitute wrongful constructive discharge in violation of the  
18 public policies embedded in FEHA; California Labor Code; California Family Rights Act ("CFRA");  
19 and *Tameny v. Atlantic Richfield Co.*, (1980) 27 Cal.3d 167.

20           58. As a proximate result of the aforesaid acts of Defendants, Plaintiff has suffered actual,  
21 consequential and incidental financial losses, including without limitation, loss of salary and benefits,  
22 and the intangible loss of employment related opportunities in his field and damage to his professional  
23 reputation, emotional distress, and seeks punitive damages all in an amount subject to proof at the  
24 time of trial.  
25  
26

27                           **EIGHTH CAUSE OF ACTION**  
28                           **(Failure to Pay Timely Earned Wages upon Separation of Employment in Violation of Cal.  
Lab. Code Sections 201 and 203)**

1           59. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as  
2 though fully set forth herein.

3  
4           60. Pursuant to Labor Code Section 201: "If an employer discharges an employee, the  
5 wages earned and unpaid at the time of discharge are due and payable immediately."

6           61. Labor Code Section 203 provides, in pertinent part: "If an employer willfully fails to  
7 pay, without abatement or reduction...any wages of an employee who is discharged or quits, the  
8 wages of the employee shall continue as a penalty from the due date thereof at the same rate until  
9 paid or until an action therefore is commenced; but the wages shall not continue for more than 30  
10 days."

11  
12           62. Defendants willfully failed to pay Plaintiff his accrued wages at the time of separation.  
13 Plaintiff is informed and believes and thereon alleges that Defendant did this with the intent to secure  
14 for itself a discount on their indebtedness and/or with intent to annoy, harass, oppress, hinder, delay,  
15 and/or defraud Plaintiff.

16  
17           63. Defendants are therefore liable to Plaintiff for Plaintiff's unpaid wages and all  
18 statutory damages.

19  
20                                   **NINTH CAUSE OF ACTION**  
21                                   **(Penalties for Violations of California Labor Code § 226 for**  
22                                   **Failure to Provide Accurate Wage Statements)**

23           64. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as  
24 though fully set forth herein.

25           65. Labor Code § 226 subdivision (a) requires, in pertinent part, that "Every employer  
26 shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees,  
27 either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately  
28 when wages are paid by personal check or cash, an accurate itemized statement in writing showing

1 (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose  
2 compensation is solely based on a salary and who is exempt from payment of overtime under  
3 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the  
4 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-  
5 rate basis, (4) all deductions, provided that all deductions made on written orders of the employee  
6 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period  
7 for which the employee is paid, (7) the name of the employee and his or her social security number,  
8 except that by January 1, 2008, only the last four digits of his or her social security number or an  
9 employee identification number other than a social security number may be shown on the itemized  
10 statement, (8) the name and address of the legal entity that is the employer, and (9) all applicable  
11 hourly rates in effect during the pay period and the corresponding number of hours worked at each  
12 hourly rate by the employee. . .”  
13  
14

15 66. Plaintiff did not receive accurate wage statements with all of the required information  
16 set forth under Labor Code § 226 because they did not include all hours worked, the unpaid wages,  
17 overtime and meal or rest break premiums and as a result suffered monetary damages.  
18

19 67. On numerous occasions, an exact amount by which will be proven at trial, Defendants  
20 violated various provisions of § 226, including but not limited to subdivisions (a)(1), (a)(2), (a)(4),  
21 (a)(5), (a)(6), (a)(7), (a)(8), and (a)(9) by failing to provide Plaintiff, and other employees, accurate  
22 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee  
23 (4) all deductions (5) net wages earned, (6) the inclusive dates of the period for which the employee  
24 is paid, (7) the name of the employee (8) the name and address of the legal entity that is the employer,  
25 and (9) all applicable hourly rates in effect during the pay period and the corresponding number of  
26 hours worked at each hourly rate by the employee.  
27  
28

1           68.     Plaintiff seeks all statutory damages and penalties authorized under the Labor Code.

2                                   **TENTH CAUSE OF ACTION**  
3                                   **(Failure to Pay Timely Earned Wages-Cal. Lab. Code Section 204)**

4           69.     Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as  
5 though fully set forth herein.

6           70.     Labor Code Section 204 provides that all wages earned by an employee are due and  
7 payable twice each calendar month.

8           71.     Defendants did not always provide Plaintiff his meal and rest breaks.

9           72.     Defendants did not pay Plaintiff wages due for Defendants' failure to provide meal  
10 periods and rest periods.

11           73.     Defendant willfully failed to pay Plaintiff wages and overtime wages.

12           74.     Plaintiff is informed and believes and thereon alleges that Defendant did this with the  
13 intent to secure for Defendants a discount on Defendants' indebtedness and/or with intent to annoy,  
14 harass, oppress, hinder, delay, and/or defraud Plaintiff.

15           75.     Defendants are therefore liable to Plaintiffs for all unpaid wages and all statutory  
16 damages.

17                                   **ELEVENTH CAUSE OF ACTION**  
18                                   **(Retaliation in Violation of Cal. Labor Code s. 1102.5)**

19           76.     Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as  
20 though fully set forth herein.

21           77.     Defendant retaliated against Plaintiff on the basis of his making protected complaints  
22 about labor code violations.

23           78.     As a proximate result of this retaliation, Plaintiff has suffered economic damages,  
24 emotional distress and general damages according to proof at time of trial.

1           79. In doing the acts herein alleged, Defendants acted with oppression, fraud, malice,  
2 and/or conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.

3                                   **TWELFTH CAUSE OF ACTION**  
4                                   **(Retaliation in Violation of Labor Code § 98.6)**

5           80. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as  
6 though fully set forth herein.

7           81. Defendant's actions constitute retaliation in violation of Labor Code § 98.6.

8           82. As a proximate result of the wrongful conduct of Defendant, Plaintiff has suffered and  
9 continues to suffer a loss in earnings and other employment benefits according to proof at time of  
10 trial.

11           83. As a proximate result of the wrongful conduct of Defendants Plaintiff has suffered  
12 humiliation, emotional distress and mental pain and anguish all to his damages in an amount  
13 according to proof at trial.

14           84. In doing the acts herein alleged, Defendant acted with oppression, malice, and/or  
15 conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.

16                                   **THIRTEENTH CAUSE OF ACTION**  
17                                   **(Retaliation in Violation of Labor Code s. 6310)**

18           85. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as  
19 though fully set forth herein.

20           86. Defendant's actions constitute retaliation in violation of Labor Code

21           87. As a proximate result of the wrongful conduct of Defendant, Plaintiff has suffered and  
22 continues to suffer a loss in earnings and other employment benefits according to proof at time of  
23 trial.

1           88.     As a proximate result of the wrongful conduct of Defendants Plaintiff has suffered  
2 humiliation, emotional distress and mental pain and anguish all to his damages in an amount  
3 according to proof at trial.

4           89.     In doing the acts herein alleged, Defendant acted with oppression, malice, and/or  
5 conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.  
6

7                           **FOURTEENTH CAUSE OF ACTION**  
8                           **(Failure to Pay Meal and Rest Period Compensation)**  
9                           **(California Labor Code Sections 226.7, 512)**

10           90.     Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as  
11 though fully set forth herein.

12           91.     Defendants failed to relieve Plaintiff for rest periods mandated by law among other  
13 codes, Cal Lab. Code Section 226.7.

14           92.     Defendants failed to compensate or provide premiums to Plaintiff for the missed rest  
15 periods.

16           93.     Plaintiff seeks all statutory damages and penalties.  
17

18                           **FIFTEENTH CAUSE OF ACTION**  
19                           **(Failure to Pay Overtime and Double time Compensation)**  
20                           **(Cal. Lab. Code Sections 510)**

21           94.     Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as  
22 though fully set forth herein.

23           95.     Defendants failed to compensate Plaintiff with overtime for hours worked including  
24 over eight (8) hours per day and over forty (40) hours per week; and double time for his hours worked  
25 over twelve (12) in a day and/or seven consecutive days.

26           96.     Plaintiff seeks all statutory damages and penalties.  
27

28                           **SIXTEENTH CAUSE OF ACTION**  
                             **(Labor Code § 2802)**

1 97. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as  
2 though fully set forth herein.

3  
4 98. Defendant failed to reimburse Plaintiff's business expenses for expenses he incurred  
5 for Defendant's benefit.

6 99. Plaintiff seeks all statutory damages and penalties.

7 **FIFTEENTH CAUSE OF ACTION**

8 **Penalties Pursuant to Labor Code §2699, et seq. for Violations of Labor Codes §§201, 202,**  
9 **203, 204, 226, 226.7, 510, 512, 98.6, 1102.5 and 2802**  
10 **(Plaintiff and All Aggrieved Employees Against Defendant Phaidon)**

11 100. Plaintiff realleges and incorporates by reference all previous paragraphs.

12 101. Plaintiff and the Aggrieved Employees are, and at all times pertinent hereto, have been  
13 improperly classified as exempt employees since they spent more than 50% of their time performing  
14 non-exempt duties.

15 102. Due to the misclassification, on a regular and consistent basis, for Plaintiff and all  
16 aggrieved employees employed by Defendant, Defendant has failed to comply with, and otherwise  
17 violated Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 98.6, 1102.5 and 2802.

18 103. For at least one (1) year prior to the date of Plaintiff's letter sent to the Labor &  
19 Workforce Development Agency and Defendant giving notice of this claim pursuant to PAGA and  
20 continuing to the present, Defendant has had a consistent policy of failing to inform Plaintiff and all  
21 aggrieved employees of their right to take meal periods and provide meal periods by way of a lawful  
22 policy and of failing to provide Plaintiff and all Aggrieved Employees with timely meal periods.  
23 Defendant has had a consistent policy of: (1) failing to provide Plaintiff and the Aggrieved Employees  
24 with a meal break within the first five hours of each shift; and (2) failed to pay such employees one  
25 hour of pay at the employees regular rate of compensation for each workday that the first meal period  
26 was not provided within the first hours of the shift, as required by California state wage and hour  
27 laws.  
28

1           104. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce  
2 Development Agency and Defendant giving notice of this claim pursuant to PAGA and continuing  
3 to the present, Defendant has had a consistent policy of failing to inform Plaintiff and all Aggrieved  
4 Employees of their right to take rest periods by way of a lawful policy and of failing to provide  
5 Plaintiff and all Aggrieved Employees with rest periods of at least ten (10) minutes per four (4) hours  
6 worked or major fraction thereof. Defendant has failed to pay such employees one (1) hour of pay at  
7 the employee's regular rate of compensation for each workday that the rest period was not provided,  
8 as required by California state wage and hour laws.

9           105. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce  
10 Development Agency and Defendant giving notice of these PAGA claims and continuing to the  
11 present, Defendant has violated Labor Code §§ 510. This statute requires an employer to compensate  
12 its employees to pay one and one-half times the regular rate of pay for an employee of all hours  
13 worked in excess of 40 hours in one workweek or 8 hours in one workday and twice the regular rate  
14 of an employee who works in excess of 12 hours in one day. Defendant has had a consistent policy  
15 of failing to pay overtime to Plaintiff and all Aggrieved Employees for overtime. Thus, Defendant  
16 has violated Labor Code §§510 with respect to Plaintiff and all aggrieved employees.

17           106. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce  
18 Development Agency and Defendant giving notice of these PAGA claims and continuing to the  
19 present, Defendant has violated Labor Code §2802 with respect to Plaintiff and all aggrieved  
20 employees. Labor Code § 2802 provides that an employer shall indemnify his or her employee for  
21 all necessary expenditures or losses incurred by the employee in direct consequence of the discharge  
22 of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful,  
23 unless the employee, at the time of obeying the directions, believed them to be unlawful. Defendant  
24 has failed to reimburse Plaintiff and the Aggrieved Employees for the uses of their personal cellular  
25 telephones for work purposes and other items necessary to perform their job duties during the relevant  
26 time period. Thus, Defendant has violated Labor Code §2802 with respect to Plaintiff and all  
27  
28

1 Aggrieved Employees.

2 107. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce  
3 Development Agency and Defendant giving notice of these PAGA claims and continuing to the  
4 present, Defendant has failed to pay all wages due at the time of termination or resignation to  
5 Plaintiff and all Aggrieved Employees.

6 108. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce  
7 Development Agency and Defendant giving notice of these PAGA claims and continuing to the  
8 present, Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiff  
9 and all Aggrieved Employees.

10 109. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce  
11 Development Agency and Defendant giving notice of these PAGA claims and continuing to the  
12 present, Defendant has violated Labor Code 1102.5 by retaliating against Plaintiff and other  
13 Aggrieved Employees for disclosing information, or because Defendant believed that the employee  
14 disclosed or may disclose information, to a government or law enforcement agency, to a person with  
15 authority over the employee or another employee who has the authority to investigate, discover, or  
16 correct the violation or noncompliance, or for providing information to, or testifying before, any  
17 public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to  
18 believe that the information discloses a violation of state or federal statute, or a violation of or  
19 noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the  
20 information is part of the employee's job duties. Further, Defendant retaliated against Plaintiff and  
21 other Aggrieved Employees for refusing to participate in an activity that would result in a violation  
22 of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or  
23 regulation.  
24

25 110. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce  
26 Development Agency and Defendant giving notice of these PAGA claims and continuing to the  
27 present, Defendant has violated Labor Code 98.6 by retaliating against Plaintiff and other Aggrieved  
28

1 Employees by discharging Plaintiff and other Aggrieved Employees and in any manner  
2 discriminated, retaliated, and took adverse actions against Plaintiff and the other Aggrieved  
3 Employees because they engaged in protected conduct involving wages and because the Plaintiff and  
4 other Aggrieved Employees filed a bona fide complaint or claim or instituted or caused to be instituted  
5 any proceeding under or relating to their rights that are under the jurisdiction of the Labor  
6 Commissioner, made a written or oral complaint that they were owed unpaid wages, or because the  
7 other Aggrieved Employees initiated any action or notice pursuant to Section 2699, or because of the  
8 exercise by Plaintiff and the other Aggrieved Employees on behalf of themselves, or others of any  
9 rights afforded them.

10  
11 111. As a result of Defendant's failure to pay Plaintiff and the aggrieved employees at the  
12 proper rate of pay for all hours worked as described above, Defendant violated Labor Code §201.  
13 Labor Code section 201 provides that "If an employer discharges an employee, the wages earned and  
14 unpaid at the time of discharge are due and payable immediately." Here, Defendant failed to pay  
15 Plaintiff and all discharged Aggrieved Employees all wages earned and unpaid at the time of  
16 discharge. These sums were due and payable immediately and Defendant is thus in violation of Labor  
17 Code §201.

18 112. As a result of Defendant's failure to pay Plaintiff and the aggrieved employees at the  
19 proper rate of pay for all hours worked as described above, Defendant violated Labor Code §202.  
20 Labor Code section 202 provides that if "an employer willfully fails to pay...any wages of an  
21 employee who is discharged or who quits, the wages of the employee shall continue as a penalty from  
22 the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages  
23 shall not continue for more than 30 days." Here, Defendant failed to pay Plaintiff and all Aggrieved  
24 Employees all wages due at the time of termination or within seventy-two (72) hours of their  
25 resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor  
26 Code §202.

27 113. As a result of Defendant's failure to pay Plaintiff and the aggrieved employees at the  
28

1 proper rate of pay for all hours worked as described above, Defendant violated Labor Code §203.  
2 Labor Code section 203 provides that if “an employer willfully fails to pay...any wages of an  
3 employee who is discharged or who quits, the wages of the employee shall continue as a penalty from  
4 the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages  
5 shall not continue for more than 30 days.” Here, Defendant failed to pay Plaintiff and all Aggrieved  
6 Employees all wages due at the time of termination or within seventy-two (72) hours of their  
7 resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor  
8 Code §203.

9  
10 114. As a result of Defendant’s failure to pay Plaintiff and the aggrieved employees at the  
proper rate of pay for all hours worked as described above, Defendant violated Labor Code §204.

11  
12 115. Defendant’s violation of Labor Code Labor Code §§201, 202, 203, 204, 226, 226.7,  
13 510, 512, 98.6, 1102.5 and 2802 was all done on a regular and consistent basis.

14  
15 116. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code §2699,  
16 et seq. because of Defendant’s violation of Labor Code §§201, 202, 203, 204, 226, 226.7, 510, 512,  
98.6, 1102.5 and 2802.

17  
18 117. Under Labor Code §§2699(f)(2) and 2699.5, for each such violation, Plaintiff and all  
19 other Aggrieved Employees are entitled to penalties in an amount to be shown at the time of trial  
subject to the following formula:

- 20 a. \$100 for the initial violation per employee per pay period; and  
21 b. \$200 for each subsequent violation per employee per pay period.

22  
23 118. Under Labor Code 1102.5, in addition to other penalties, Defendant is liable for a civil  
24 penalty not exceeding ten thousand dollars (\$10,000) for Plaintiff and each Aggrieved Employee  
since Defendant is a corporation.

25  
26 119. Under Labor Code 98.6, in addition to other remedies available, an employer who  
27 violates this section is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per  
28 employee for each violation of this section, to be awarded to the employee or employees who suffered

1 the violation. Plaintiff and each Aggrieved Employee is entitled to this penalty.

2 120. These penalties will be allocated 75% to the Labor & Workforce Development  
3 Agency and 25% to the Aggrieved Employees and Plaintiff is entitled to his attorney's fees and costs.

4 121. On January 14, 2020, Plaintiff electronically filed a PAGA Claim Notice to the  
5 LWDA, via the State of California Labor and Workforce Development Agency/Department of  
6 Industrial Relations website and mailed by certified mail, return receipt requested, to Defendant  
7 setting forth the specific facts and theories of the violations alleged against Defendants, as prescribed  
8 by Labor Code §2698 et seq. Pursuant to Labor Code §2699.3(a)(2)(A), no notice was received by  
9 Plaintiff from the LWDA evidencing its intention to investigate within 65 calendar days of the  
10 postmark date of the notice. Therefore, Plaintiff is entitled to commence a civil action as the LWDA  
11 has chosen not to investigate.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

14 1. For payment of earned wages, withheld earnings, and other damages according to  
15 proof in an amount to be ascertained at trial;

16 3. For penalties, statutory obligations, special damages, compensatory, and general  
17 damages in an amount to be proven at trial;

18 4. For punitive damages as allowed by law;

19 5. Loss of income incurred and to be incurred according to proof;

20 6. For attorneys' fees;

21 7. For costs of suit incurred herein;

22 8. For interest provided by law;

23 9. All damages and penalties pursuant to the California Labor Code;

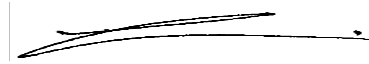
24 10. For restitution and other equitable relief; and

25 11. For such other and further relief as the court deems just and proper.

26 Dated: May 8, 2020

27 By: FREIMAN LEGAL

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Lawrence W. Freiman, Esq.

Counsel for Plaintiff Salim Azzam

**DEMAND FOR JURY TRIAL**

Plaintiff Salim Azzam demands a jury trial.

Dated: May 8, 2020

By: FREIMAN LEGAL



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Lawrence W. Freiman, Esq.

Counsel for Plaintiff Salim Azzam

## PROOF OF SERVICE

I, Mackenzie Clark, declare:

I am a resident of the State of California and over the age of eighteen years and represent the Plaintiff in the within action. My business address is 100 Wilshire Blvd., Suite 700, Santa Monica, CA 90401. On May 8, 2020 I caused the within documents, entitled **FIRST AMENDED COMPLAINT FOR DAMAGES** to be served via Email to:

Daphne Bishop  
Dan Forman  
Debbie Smith  
[dbishop@cdflaborlaw.com](mailto:dbishop@cdflaborlaw.com)  
[dforman@cdflaborlaw.com](mailto:dforman@cdflaborlaw.com)  
[dsmith@cdflaborlaw.com](mailto:dsmith@cdflaborlaw.com)

By: *Mackenzie Clark*  
Mackenzie Clark