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THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

OMID JAFARI, an individual,

Plaintiff,

v.

BRADLEY A. JABOUR, an individual;
**MEDICAL IMAGING CENTER OF
SOUTHERN CALIFORNIA, INC. A
PROFESSIONAL MEDICAL
CORPORATION**, a California corporation; **and
DOES 1 through 10, inclusive,**

Defendants.

CASE NO.: 20SMCV00879

FIRST AMENDED COMPLAINT FOR:

1. BREACH OF CONTRACT
2. BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING
3. VIOLATION OF LABOR CODE SECTIONS 201, 202, 203
4. VIOLATION OF LABOR CODE SECTION 2802
5. VIOLATION OF LABOR CODE SECTION 226
6. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200, *et seq.*
7. PRIVATE ATTORNEYS GENERAL ACT ("PAGA")

DEMAND FOR JURY TRIAL



FILED
Superior Court of California
County of Los Angeles

09/16/2020

Sherri R. Carter, Executive Officer / Clerk of Court

By: S. Watson Deputy

1 **FIRST AMENDED COMPLAINT**

2 Plaintiff Omid Jafari hereby alleges against Defendants Bradley A. Jabour and Medical Imaging
3 Center of Southern California, Inc. a Professional Medical Corporation, and DOES 1 through 10,
4 inclusive, as follows:

5 **PARTIES**

6 1. Plaintiff Omid Jafari (“Plaintiff”) is a physician and resides in the County of Los
7 Angeles, State of California.

8 2. Plaintiff is informed and believes, and, based on such information and belief, alleges that
9 Defendant Medical Imaging Center of Southern California, Inc. a Professional Medical Corporation
10 (“MICSC”) is a California Professional Corporation, doing business in the County of Los Angeles, State
11 of California, with its principal place of business located at 2827 Wilshire Blvd., Santa Monica,
12 California 90403.

13 3. Plaintiff is informed and believes, and, based on such information and belief, alleges that
14 Defendant Bradley A. Jabour (“Defendant Jabour”) (Defendant Jabour and MICSC, collectively,
15 “Defendants MICSC”) is a physician and, at all relevant times herein, is and was a resident of the
16 County of Los Angeles, State of California, and the sole shareholder, director, and officer of MICSC.
17 Defendant Jabour is being included in this lawsuit, pursuant to Labor Code section 558.1, as he
18 controlled the wages, hours, and working conditions of Plaintiff.

19 4. Plaintiff further alleges that Defendant Jabour is the alter ego of MICSC as there is such a
20 unity of interest and ownership that the separate personalities of Defendants MICSC no longer exist, and
21 that there will be an inequitable result if the acts of MICSC are treated as those of the corporation alone.

22 5. Plaintiff does not presently know the true names and capacities of the defendants sued
23 herein as Does 1 through 10, inclusive. Plaintiff is informed and believes that each of the DOE
24 defendants, number 1 through 10, reside in the State of California and are in some manner responsible
25 for the conduct alleged herein. Plaintiff will seek leave of court to amend this first amended complaint to
26 allege said defendants’ true names and capacities as soon as plaintiff ascertains them.

27 6. Unless otherwise alleged in this first amended complaint, Plaintiff is informed and
28 believes, and, based on such information and belief, alleges that at all times herein mentioned, each of
29 the defendants, in doing the things hereinafter alleged, were acting within the course, scope, and under
30 the authority of their agency, employment, or representative capacity, with the consent of each of the
31 defendants.



1 **COMMON FACTUAL ALLEGATIONS**

2 7. On or about July 1, 2014, Plaintiff started working for Defendants MICSC as a
3 Radiologist. Plaintiff's employment with Defendants MICSC ended on or about April 6, 2020.

4 8. The terms of Plaintiff's employment with Defendants MICSC was memorialized by a
5 certain written agreement titled Radiology Services Agreement, dated June 10, 2014, including three (3)
6 subsequent amendments and modifications (collectively, the "Agreement").

7 9. Notably, the Agreement (1) misclassified Plaintiff as an independent contractor; (2)
8 required Plaintiff to physically be present to provide Radiological services at MICSC's office for at least
9 8-hours per day, 5-days per week, and one Saturday per month, while also being available to read
10 studies remotely as needed; (3) required Plaintiff to pay for his own taxes, licenses, insurance, and
11 certifications; and (4) disallowed Plaintiff from providing professional services within a fifty (50) mile
12 radius of MICSC's facilities during his employment.

13 10. At all times during the course of his employment with Defendants MICSC, Plaintiff
14 should have been classified as a salaried, exempt employee; however, Plaintiff was misclassified by
15 Defendants MICSC as an independent contractor and received checks without any required deductions.

16 11. As a consequence, throughout the course of Plaintiff's employment, Defendants MICSC
17 avoided payment of taxes required of employers and instead required Plaintiff to improperly pay such
18 amounts in their place.

19 12. Labor Code section 2750.3, subdivision (b)(2), clearly states that the determination of
20 employee or independent contractor status for physicians shall be governed by the California Supreme
21 Court's decision in *S.G. Borello & Sons, Inc. v. Department of Industrial Relations* (1989) 48 Cal.3d
22 341 ("*Borrello*"), which utilizes a "multifactor" test that requires consideration of all potentially relevant
23 facts without a single factor controlling the determination of employment status.

24 13. The multifactor-test utilized in *Borrello* includes the following factors:

- 25 a. Whether the worker was a regular or integral part of the hiring entity's business;
26 b. Whether the hiring entity or the worker supplied the instrumentalities, tools, and the
27 place for the worker's work;
28 c. Whether the worker invested in the business, such as in the equipment or materials
29 required for his or her work;
30 d. Whether the service provided by the worker required a special skill;
31



- e. The kind of occupation, and whether the work that the worker usually did was under the direction of an employer or by a specialist without supervision;
- f. The worker's opportunity for profit or loss depending on his or her managerial skill;
- g. Whether the worker held himself or herself out as being engaged in an occupation or business distinct from that of the hiring entity;
- h. The length of time for which the work for the hiring entity was to be performed by the worker;
- i. The degree of permanence of the working relationship;
- j. The method of payment, whether by time or by the job;
- k. Whether the worker hired his or her own employees;
- l. Whether the hiring entity had a right to fire at will or whether a termination gave rise to an action for breach of contract; and,
- m. Whether or not the worker and the hiring entity believed they were creating an employer-employee relationship (this may be relevant, but the legal determination of employment status is not based on whether the parties believed they had an employer-employee relationship).

14. Here, based on the relevant facts during Plaintiff's employment, it is clear that Plaintiff was an employee misclassified as an independent contractor by Defendants MICSC, as a significant majority of the applicable multifactor-test supports employment status.

15. Notably, pursuant to Labor Code section 2750.3, subdivision (a)(1), "a person providing labor or services for remuneration shall be considered an employee rather than an independent contractor" with the burden of proving independent contractor status placed solely on the employer. Therefore, absent admissible evidence overcoming this heavy burden, Plaintiff is considered an employee of Defendants MICSC by default.

16. Ultimately, Plaintiff's employment with Defendants MICSC terminated on or about April 6, 2020, following Plaintiff providing Defendants MICSC with a Notice of Termination or Radiology Services Agreement, dated April 3, 2020. Notwithstanding the foregoing notice, Defendants MICSC failed to timely pay all of the earned wages due and payable to Plaintiff as of the date his employment terminated.

17. At the time of termination, pursuant to the Agreement, Plaintiff was to be paid a bi-monthly (twice per month) sum of \$23,500, which is equal to an annual salary of \$564,000.



1 18. As of April 6, 2020, Plaintiff's earned but unpaid wages totaled \$57,528.20.

2 19. As of the filing of the original complaint, nearly three months after Plaintiff's
3 employment with Defendants MICSC terminated, Defendants MICSC still fail to fully pay Plaintiff all
4 of his earned wages.

5 20. Paragraph A.10 of the Agreement also entitled Plaintiff to thirty-five percent (35%) of
6 any amount paid to Defendants MICSC for deposition testimony or expert witness testimony provided
7 by Plaintiff during the course of his employment. Despite Plaintiff completing two expert witness
8 depositions during his employment, Defendants MICSC never compensated Plaintiff, as required by the
9 Agreement.

10 21. Furthermore, throughout the course of his employment, Plaintiff would typically be
11 required to work while at home and would regularly be required to respond to calls, emails, and texts
12 related to Defendants MICSC's business. Plaintiff was essentially "on call" 24 hours a day, seven days
13 per week. As a result, Plaintiff incurred necessary, business-related expenses and costs that were never
14 reimbursed by Defendants MICSC, which include, but are not limited to, the daily need to use his
15 personal cell phone and/or personal computer and Wi-Fi for work purposes, as well as gas/mileage for
16 driving his personal vehicle for work purposes.

17 22. On or about June 2, 2020, Defendants MICSC received a written request on behalf of
18 Plaintiff to receive a copy of records pertaining to his employment.

19 23. Defendants MICSC failed to comply with Plaintiff's written request to receive a copy of
20 records pertaining to his employment within 21 calendar days of such request.

21 24. Defendants MICSC willfully failed to maintain the payroll records of Plaintiff showing
22 the wages paid to him for not less than three years.

23 25. Throughout the course of Plaintiff's employment, Defendants MICSC knowingly and
24 intentionally failed to provide accurate wage statements that included pertinent information, including
25 but not limited to, all deductions, the net wages earned, the applicable hourly rates, and the start and end
26 of the applicable pay period. In fact, Plaintiff did not receive pay stubs whatsoever; instead, Defendants
27 MICSC would provide Plaintiff a check that simply stated "Professional Fee" on the notes section.

28 26. During all relevant periods, Plaintiff and other current or former employees of
29 Defendants MICSC (the "Aggrieved Employees") had one or more of the following violations of the
30 Labor Code committed against each of them by Defendants MICSC: Labor Code sections 202, 203, 226,
31 226.3, 226.8, 1174, 1174.5, and/or 2802.



1 27. On or about June 23, 2020, pursuant to Labor Code section 2699.3, Plaintiff, on behalf of
2 himself and the Aggrieved Employees, gave written notice by online filing with the Labor and
3 Workforce Development Agency (the “LWDA”) and by certified mail to Defendants MICSC of the
4 specific provisions of Labor Code section 2699.5 alleged to have been violated, including the facts and
5 theories to support the alleged violations. Defendants MICSC failed to cure the alleged violations,
6 pursuant to Labor Code section 2699.3, within 33 calendar days of the postmark date of the notice sent
7 by Plaintiff. The LWDA failed to notify Plaintiff, within 65 calendar days of the postmark date of the
8 written notice given to the LWDA, that it does not intend to investigate the alleged violations.

9 28. Plaintiff satisfied all requirements of Labor Code sections 2699, 2699.3, and 2699.5
10 before amending his complaint to add a cause of action arising under the violations of the provisions
11 listed in Labor Code sections 2699, 2699.3, and 2699.5.

12 **FIRST CAUSE OF ACTION**

13 **Breach of Contract against All Defendants**

14 29. Plaintiff incorporates by this reference each and all of the allegations contained in
15 Paragraphs 1-28 of this first amended complaint, as fully as though set forth at length herein.

16 30. On or about June 10, 2014, Plaintiff and Defendants MICSC entered into the Agreement.

17 31. Plaintiff did all of the significant things required of him by the Agreement.

18 32. All conditions required by the Agreement for Defendants MICSC’s performance
19 occurred.

20 33. Paragraph E.1 of the Agreement required the parties thereto to abide by all federal and
21 state laws, regulations, rules, and ordinances relating to the subject matter thereof.

22 34. Defendants MICSC were in violation of Labor Code section 2750.3, as Plaintiff was
23 misclassified as an independent contractor.

24 35. As a result of Defendants MICSC violation of Labor Code section 2750.3, Defendants
25 MICSC were also in material breach of Paragraph E.1 of the Agreement.

26 36. On or about March 2, 2020, Plaintiff delivered via FedEx to Defendants MICSC a Notice
27 to Cure Material Breach, which demanded Defendants MICSC cure the foregoing material breach of the
28 Agreement within thirty (30) calendar days by conforming the terms of Plaintiff’s employment and the
29 Agreement with all applicable federal and state laws, regulations, rules, and ordinances.

30 37. Defendants MICSC failed to timely cure the material breach following Plaintiff’s notice
31 thereof.



38. As a result of Defendants MICSC's failure to timely cure the material breach of the Agreement, on or about June 3, 2020, Plaintiff provided Defendants MICSC with written notice of his intention to terminate the Agreement and his employment with Defendants MICSC as of April 6, 2020.

39. Following the termination of Plaintiff's employment, Defendants MICSC failed to pay Plaintiff all amounts owed to him, pursuant to the Agreement.

40. Plaintiff was harmed in an amount according to proof at trial.

41. Defendants MICSC's breach of the Agreement was a substantial factor in causing Plaintiff's harm.

42. Under this cause of action, Plaintiff prays for all damages caused by Defendants' MICSC's breach of the Agreement, along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

43. Under this cause of action, Plaintiff further prays, pursuant to Labor Code section 218.5, for reasonable attorney's fees and costs.

44. Under this cause of action, Plaintiff further prays, pursuant to Labor Code section 218.6, for interest on all due and unpaid wages at the legal rate, which shall accrue from the date that the wages were due and payable as provided herein.

SECOND CAUSE OF ACTION

Breach of Covenant of Good Faith and Fair Dealing against All Defendants

45. Plaintiff incorporates by this reference each and all of the allegations contained in Paragraphs 1-44 of this first amended complaint, as fully as though set forth at length herein.

46. In every contract or agreement, there is an implied promise of good faith and fair dealing. This means that each party will not do anything to unfairly interfere with the right of any other party to receive the benefits of the contract.

47. Here, Defendants MICSC violated the duty to act fairly and in good faith concerning the Agreement with Plaintiff.

48. Defendants MICSC unfairly interfered with Plaintiff's right to receive the benefits of the Agreement.

49. For instance, such unfair interference includes, but is not limited to, Defendants MICSC: (1) disputing that Plaintiff was misclassified as an independent contractor and simply claiming his understanding of the applicable law was incorrect; (2) placing Plaintiff on “furlough” through a period beyond other similarly situated employees of Defendants MICSC; (3) claiming that Plaintiff wanted to



1 quit rather than correct the misclassification; (4) denying Plaintiff the use and/or payment of his paid
2 sick days, pursuant to the Agreement; and (5) denying Plaintiff was provided paid time off by framing
3 Plaintiff's employment, according to the Agreement, as only requiring Plaintiff to work a specific
4 number of weeks per year that he could select, in an attempt to avoid paying Plaintiff such accrued but
5 unused paid time off.

6 50. Plaintiff was harmed by Defendants MICSC's actions and/or inactions in an amount
7 according to proof at trial.

8 **THIRD CAUSE OF ACTION**

9 **Violation of Labor Code Sections 201, 202, and 203 against All Defendants**

10 **Waiting Time Penalties for Failure to Pay Wages Upon Termination**

11 51. Plaintiff incorporates by this reference each and all of the allegations contained in
12 Paragraph 1-50 of this first amended complaint, as fully as though set forth at length herein.

13 52. Pursuant to Labor Code section 201, subdivision (a), if an employer discharges an
14 employee, the wages earned and unpaid at the time of discharge are immediately due and payable.

15 53. Pursuant to Labor Code section 202, subdivision (a), when an employee resigns, the
16 employer must pay all compensation due and owing within 72 hours of the resignation, or on the date of
17 termination if the employee gives 72 hours previous notice of his or her intention to resign.

18 54. Pursuant to Labor Code section 203, if an employer willfully fails to pay, without
19 abatement or reduction, any wages of an employee who is discharged or who quits, the wages of the
20 employee shall continue as a penalty from the due date thereof at the same rate until paid or until an
21 action is commenced; but the wages shall not continue for more than 30 days.

22 55. Following the termination of Plaintiff's employment with Defendants MICSC, on or
23 about April 6, 2020, Defendants willfully failed to timely pay Plaintiff all of his earned and unpaid
24 wages, in violation of Labor Code sections 201 and/or 202.

25 56. Defendants MICSC's willful failure to pay Plaintiff all of his earned and unpaid wages
26 continued for more than 30 days after termination of his employment. Consequently, in addition to his
27 earned and unpaid wages, Plaintiff is entitled to waiting time penalties, pursuant to Labor Code section
28 203, equal to the rate of his daily wages for a period of 30 days.

29 57. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
30 herein, along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.



1 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
2 which the employee is paid, (7) the name of the employee and only the last four digits of his or her
3 social security number or an employee identification number other than a social security number, (8) the
4 name and address of the legal entity that is the employer and, if the employer is a farm labor contractor,
5 as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the
6 services of the employer, and (9) all applicable hourly rates in effect during the pay period and the
7 corresponding number of hours worked at each hourly rate by the employee.

8 67. Pursuant to subdivision (e) of Labor Code section 226, an employee suffering injury as a
9 result of a knowing and intentional failure by an employer to comply with the foregoing requirements is
10 entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation
11 occurs and \$100 for each violation in a subsequent pay period, not to exceed an aggregate penalty of
12 \$4,000, and is entitled to an award of costs and reasonable attorney's fees.

13 68. Pursuant to subdivision (e)(2) of Labor Code section 226, an employee is deemed to
14 suffer injury (1) if the employer fails to provide a wage statement, or (2) if the employer fails to provide
15 accurate and complete information as required by any one or more of items (1) to (9), inclusive, of
16 subdivision (a) of Labor Code section 226 and the employee cannot promptly and easily determine from
17 the wage statement alone one or more of the following:

- 18 a. The amount of the gross wages or net wages paid to the employee during the pay
19 period or any of the other information required to be provided on the itemized wage
20 statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a) of
21 Labor Code section 226.
- 22 b. Which deductions the employer made from gross wages to determine the net wages
23 paid to the employee during the pay period.
- 24 c. The name and address of the employer.
- 25 d. The name of the employee, and only the last four digits of his or her social security
26 number or an employee identification number other than a social security number.

27 69. Here, throughout the course of his employment, Defendants MICSC failed to provide
28 Plaintiff with itemized wage statements, in accordance with Labor Code section 226, subdivision (a).
29 Furthermore, from the check Defendants MICSC would provide to Plaintiff for his wages during his
30 employment, Plaintiff cannot promptly and easily determine one or more of the items identified by
31 subdivision (e)(2)(B) of Labor Code section 226.



70. Accordingly, pursuant to Labor Code section 226, Plaintiff has suffered injury throughout his employment and is, therefore, entitled to recover an aggregate penalty of \$4,000, and is entitled to an award of costs and reasonable attorney's fees.

71. Furthermore, pursuant to subdivision (c) of Labor Code section 226, an employer who receives a written or oral request to receive a copy of records pertaining to their employment shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.

72. Pursuant to subdivision (f) of Labor Code section 226, failure to permit an employee to receive a copy of records within 21 calendar days of the request entitles the employee to recover a \$750 penalty from the employer.

73. Here, on or about June 2, 2020, Defendants MICSC received a written request to receive a copy of records pertaining to Plaintiff's employment and failed to comply with the request within 21 calendar days thereof. Consequently, Plaintiff is also entitled to recover a \$750 penalty from Defendants MICSC.

SIXTH CAUSE OF ACTION

Violation of Business and Professions Code Section 17200, *et seq.* against All Defendants

Unlawful Business Practices

74. Plaintiff incorporates by this reference each and all of the allegations contained in Paragraph 1-73 of this first amended complaint, as fully as though set forth at length herein.

75. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants MICSC constitute unfair and unlawful business practices pursuant to Business and Professions Code section 17200, *et. seq.*

76. Defendants MICSC's violations of California labor laws and the Labor Code constitute a business practice as the violations occurred repeatedly over a significant period of time in a systematic manner that was detrimental to Plaintiff.

77. For the four years preceding the filing of this action, Plaintiff has suffered damages and requests damages and/or restitution of all monies and profits to be disgorged from Defendants MICSC in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

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1 **SEVENTH CAUSE OF ACTION**

2 **Private Attorneys General Act against All Defendants**

3 **Individual & Representative Claims for PAGA Penalties under**

4 **California Labor Code sections 202, 203, 226, 226.3, 226.8, 1174, 1174.5 and 2802**

5 78. Plaintiff incorporated by this reference each and all allegations contained in Paragraph 1-
6 77 of this first amended complaint, as fully as though set forth at length herein.

7 79. Pursuant to law, Plaintiff provided the required written notice to the Labor and
8 Workforce Development Agency (the "LWDA") and Defendants MICSC of the specific violations of
9 the California Labor Code that Defendants MICSC have violated and continue to violate.

10 80. Pursuant to Labor Code section 2699.3, no response was received from the LWDA
11 within 65 days of the postmark date of the above-referenced letter.

12 81. Plaintiff therefore has exhausted all administrative remedies required of him under Labor
13 Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of action and pursue
14 penalties in a representative action on behalf of the Aggrieved Employees for Defendants MICSC's
15 violations of the Labor Code.

16 82. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that
17 provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,
18 divisions, commissions, boards, agencies, or employees for violation of the code may, as an alternative,
19 be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself
20 and other current or former employees pursuant to the procedures specified in Labor Code section
21 2699.3.

22 83. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
23 violator and had one or more of the alleged violations committed against him, and therefore is properly
24 suited to represent the interests of the Aggrieved Employees.

25 84. Based on the acts alleged above, Plaintiff, on behalf of himself and the Aggrieved
26 Employees, seeks penalties under Labor Code sections 2698 and 2699 because of Defendants MICSC's
27 violations of numerous provisions of the Labor Code as alleged in this first amended complaint.

28 85. Plaintiff therefore has exhausted all administrative remedies required of him under Labor
29 Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of action and pursue
30 penalties in a representative action for Defendants MICSC's violations of the Labor Code.



86. Labor Code section 2699 et seq. imposes penalties upon culpable defendants for violating the Labor Code.

87. Plaintiff only seeks individual/victim specific relief under this particular cause of action for violations of Labor Code sections 226.8 and 1174.

88. Plaintiff seeks penalties for Defendants MICSC's misconduct as alleged herein as permitted by law, but only those penalties that are required to be shared with the LWDA, because Plaintiff is not seeking individual/victim specific relief or underpaid wages under this particular cause of action other than for the violations of Labor Code sections 226.8 and 1174.

89. Specifically, Plaintiff seeks civil penalties under Labor Code section 2699, for violations of the following sections of the California Labor Code: Sections 202, 203, 226, 226.3, 226.8, 1174, 1174.5 and 2802 via 2698 and 2699 and any other Labor Codes violated based on the facts alleged in this first amended complaint.

90. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees, costs, and civil penalties on behalf of Plaintiff and the Aggrieved Employees as alleged herein in an amount to be shown according to proof at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendants MICSC and DOES 1 through 10, and each of them, as follows:

1. For compensatory damages in an amount to be proven at trial, but in no event more than \$1,000,000.00;

2. For general damages according to proof, but in no event more than \$1,000,000.00;

3. For special and consequential damages to the extent allowed by law, but in no event more than \$1,000,000.00;

4. For restitution and disgorgement for all unfair business practices by Defendants MICSC against Plaintiff in an amount according to proof, but in no event more than \$1,000,000.00;

5. For an award of punitive damages against Defendants MICSC according to proof, but in no event more than \$1,000,000.00;

6. For an order enjoining Defendants MICSC from further unfair and unlawful business practices in violation of Business and Professions Code section 17200, *et seq.*;



1 7. For damages and penalties against Defendants MICSC for Plaintiff pursuant to Labor
2 Code section 226 in an amount according to proof, but in no event more than \$1,000,000.00;

3 8. For damages and penalties pursuant to Labor Code section 203 against Defendants
4 MICSC in an amount according to proof, but in no event more than \$1,000,000.00;

5 9. For statutory penalties and civil penalties, pursuant to Labor Code section 2698, et seq.,
6 on behalf of all current and former employees of Defendants MICSC for violations of Labor Code
7 sections 202, 203, 226, 226.3, 226.8, 1174, 1174.5, and 2802, according to proof, but in no event more
8 than \$1,000,000.00;

9 10. For statutory penalties and civil penalties, pursuant to Labor Code section 2698, et seq.,
10 on behalf of himself for violations of Labor Code sections 226.8 and 1174.

11 11. For all remedies available to Plaintiff under the applicable Wage Order and the Labor
12 Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages,
13 penalties, and waiting time penalties according to proof to the full extent permitted by law, but in no
14 event more than \$1,000,000.00;

15 12. Reasonable attorney's fees where available by law;

16 13. For costs and expenses of suit;

17 14. For all interest as allowed by law on the said sum at the rate of ten percent per annum
18 from July 1, 2020 to date of judgment herein;

19 15. For such other and further relief as the court may deem proper.
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22 DATED: September 15, 2020

BARRINGTON LEGAL, INC.

/s/ Jacob R. Gould

Jacob R. Gould

Eamon Jafari

Attorneys for Plaintiff Omid Jafari



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DATED: September 15, 2020

/s/ Jacob R. Gould
Jacob R. Gould
Eamon Jafari
Attorneys for Plaintiff Omid Jafari

