

SHAKOURI LAW FIRM

Ashkan Shakouri, Esq. [SBN 242072]
11601 Wilshire Blvd., Fifth Floor
Los Angeles, California 90025
Telephone: (310) 575-1827
Fax: (310) 575-1872
ash@shakourilawfirm.com

KOUL LAW FIRM

Nazo Koulloukian, Esq. [SBN 263809]
nazo@koullaw.com
3435 Wilshire Boulevard, Suite 1710
Los Angeles, CA 90010
Telephone: (213) 761-5484
Facsimile: (818) 561-3938

Attorneys for Plaintiff and the Proposed Classes

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
SUPERIOR COURT OF ORANGE COUNTY

MONIQUE LEWIS, on behalf of herself and
others similarly situated,

Plaintiff,

v.

AUREUS MEDICAL GROUP, INC.; and
DOES 1-20, inclusive,

Defendants.

Case No: 30-2020-01150700-CU-OE-CXC

**SECOND-AMENDED CLASS ACTION
COMPLAINT:**

1. FAILURE TO PAY FOR ALL HOURS WORKED
2. FAILURE TO PAY OVERTIME
3. FAILURE TO PAY MINIMUM WAGE
4. FAILURE TO AUTHORIZE AND/OR PERMIT MEAL BREAKS
5. FAILURE TO AUTHORIZE AND/OR PERMIT REST BREAKS
6. FAILURE TO FURNISH ACCURATE WAGE STATEMENTS
7. WAITING TIME PENALTIES
8. UNFAIR BUSINESS PRACTICES
9. PAGA VIOLATIONS

[AMOUNT DEMANDED EXCEEDS
\$25,000.00]

1 PLAINTIFF MONIQUE LEWIS ("Plaintiff"), individual, on behalf of herself and all
2 others similarly situated, as defined below, hereby alleges the following facts and claims against
3 DEFENDANT AUREUS MEDICAL GROUP, INC. ("Defendant"), and respectfully requests a
4 trial by jury of all issues and causes of action so triable.

5 **INTRODUCTION**

6 1. This class action complaint challenges Defendant's past and ongoing unlawful
7 employment practices on behalf of Plaintiff and other similarly situated former and current
8 employees of Defendant, whose rights it violated and continues to violate under California law.
9 As set forth fully below, Plaintiff seeks to represent Defendant's non-exempt employees who
10 were assigned to work for its clients engaged in a trade dispute inside California during the
11 applicable recovery period ("Strikebreakers").

12 2. Specifically, as to Plaintiff and other Strikebreakers, Defendant:

- 13 a. Failed and continues to fail to pay for all hours worked in violation of Labor
14 Code §§ 200, 223, 226, 500, 1197, 1198, and the applicable California Industrial
15 Welfare Commission Wage Orders ("Applicable Wage Orders");
- 16 b. Willfully failed and continues to fail to pay minimum wage for all hours worked
17 in violation of Labor Code §§ 1194 and 1197 and the Applicable Wage Orders;
- 18 c. Failed and continues to fail to pay overtime time for all overtime hours worked
19 in violation of Labor Code §§ 510, 1194, and the Applicable Wage Orders;
- 20 d. Failed and continues to fail to authorize and/or permit meal periods in violation
21 of Labor Code §§ 226.7, 512, and the Applicable Wage Orders;
- 22 e. Failed and continues to fail to authorize and/or permit rest periods in violation
23 of Labor Code §§ 226.7, and the Applicable Wage Orders;
- 24 f. Failed and continues to fail to timely furnish complete and accurate itemized
25 wage statements in violation of Labor Code § 226, and the Applicable Wage
26 Orders; and
- 27 g. Committed and continues to commit unfair business practices in violation of
28 Business & Professions Code § 17200, et seq.

1 3. The acts complained of herein occurred and will occur, at least in part, within the
2 time-period of four (4) years preceding the filing of the original Complaint, up to and through
3 the time of trial.

4 **JURISDICTION AND VENUE**

5 4. This Court has jurisdiction over Defendant because it is an entity with sufficient
6 minimum contacts in California, and/or because it intentionally availed itself of the California
7 market so as to render the exercise of jurisdiction over it by the California courts consistent with
8 traditional notions of fair play and justice.

9 5. Pursuant to Code of Civil Procedure § 395(a) venue is proper in this County since
10 at least some of the acts and omissions that are the subject matter of this Complaint occurred
11 herein and/or Defendant is found, maintains offices, transacts business, exists and/or has an agent
12 herein.

13 **PARTIES**

14 6. At all relevant times mentioned herein, Plaintiff was an ultrasound technologist
15 and a resident of the State of Texas.

16 7. Upon information and belief, Defendant is an employment staffing agency and is,
17 and at all times herein mentioned was, a Nebraska corporation and duly authorized to do business
18 in California. Among other things, Defendant provides replacement labor staffing for employers
19 involved in labor disputes in California. Thus, Defendant qualifies as a "temporary services
20 employer" under Labor Code § 201.3.

21 8. The true names or capacities, whether individual, associate or otherwise, of Does
22 1-20, inclusive, are unknown to Plaintiff and, therefore, Plaintiff sues these doe defendants by
23 such fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to allege
24 such names and capacities as soon as they are ascertained. Upon information and belief, each of
25 these fictitiously named defendants is responsible in some manner for the occurrences alleged
26 herein, and that Plaintiff's injuries and damages as alleged and set forth herein were proximately
27 caused by such fictitiously named defendants.
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1 9. Upon information and belief, Plaintiff alleges that at all relevant times each of the
2 defendants was the principal, agent, employer, employee, partner, joint venturer, officer, director,
3 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and
4 predecessor in interest of some or all of the other defendants, and was engaged with some or all
5 of the other defendants in a joint enterprise for profit, and bore such other relationships to some
6 or all of the other defendants so as to be liable for the conduct of each of them.

7 10. Upon information and belief, Plaintiff alleges that each defendant acted pursuant
8 to and within the scope of the relationships alleged above, that each defendant knew or should
9 have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the
10 conduct of all other defendants, and/or that each defendant acted pursuant to a conspiracy and
11 agreement to do the things alleged herein.

12 **FACTUAL ALLEGATIONS**

13 11. In or around May 2019, Defendant hired, assigned and paid Plaintiff to work at
14 UC Irvine Medical Center located in Orange County ("UC Irvine"), California because it was
15 engaged in a trade dispute with its employees who were on strike. Then, in or about November
16 2019, Defendant again assigned Plaintiff to work at the same facility because it was experiencing
17 another trade dispute with its striking employees. Plaintiff worked shifts lasting more than 12
18 hours a day on both assignments. Plaintiff no longer works for Defendant.

19 **I. Defendant's Failure to Pay for Transportation, and Associated Wait, Time**

20 12. During the applicable recovery period, Strikebreakers have been required to use
21 company-provided transportation to and from their assigned jobsites due to, among other reasons,
22 safety concerns posed by crossing active, or potential, picket lines in and around their jobsites.
23 Thus, using company-provided transportation to get to their jobsites and back is compulsory for
24 the Strikebreakers. However, Defendant has had pattern and practice of not paying these
25 Strikebreakers for their transportation time, and the wait time associated with it, even though
26 Strikebreakers are under its control during the entirety of this time. As way of example, due to
27 safety concerns posed by crossing picket lines in and around UC Irvine, Plaintiff was required to
28 use company-provided transportation to and from her jobsite, and to wait for such transportation,

1 which included waiting for the other strikebreakers to arrive at the designated pick-up location,
2 for both of her assignments at that jobsite. Yet, despite the fact that Plaintiff was under
3 Defendant's control during such time, it failed to compensate her at all for this time, some of
4 which should have been paid at overtime and double-time rates given Plaintiff's long shifts.

5 13. Upon information and belief, during the applicable recovery period, other
6 Strikebreakers were also required to use company-provided transportation to commute to their
7 assigned jobsites, and to wait for such transportation, without compensation for that time from
8 Defendant. Given that Strikebreakers' commute time varied based on the distance between their
9 assigned pickup locations and their assigned jobsites, the amount of wages owed to them for that
10 commute time also necessarily varied.

11 **II. Defendant's Failure to Authorize and/or Permit Lawful Meal or Rest Breaks**
12 **and Its Failure to Pay Required Premiums for Non-Complaint Breaks**

13 14. During the applicable recovery period, Defendant, from time to time, did not
14 authorize or permit its Strikebreakers to take lawful meal or rest breaks under California law. For
15 instance, Plaintiff's timesheet for November 13, 2019 indicates that she took no meal breaks
16 during her 12-hour shift that day, but her corresponding paystub shows that Defendant did not
17 pay her the required meal break premium for that shift. Similarly, Defendant, from time to time,
18 did not authorize and/or permit Plaintiff to take her lawful rest breaks, and did not provide her
19 with the premium pay required for such non-complaint rest breaks. During both of her
20 assignments at UC Irvine, it was the facility, not Defendant, that was in charge of authorizing
21 and/or permitting Plaintiff to take meal and rest breaks, and she could not take meal or rest breaks
22 during some shifts due to her workload. Moreover, upon information and belief, Defendant did
23 not take adequate measures to ensure that UC Irvine actually authorized and/or permitted Plaintiff
24 to take proper meal or rest breaks.

25 15. Upon information and belief, during the applicable recovery period, Defendant
26 periodically did not authorize and/or permit its other Strikebreakers to take lawful meal or rest
27 breaks under California law and did not pay them premiums for such non-complaint breaks, as
28 required under California law.

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1 22. **Numerosity:** Pursuant to Code of Civil Procedure § 382, the members of the
2 Classes are so numerous that their individual joinder is impracticable. The precise number of
3 class members and their addresses will be known to Plaintiff through discovery. Class members
4 may be notified of the pendency of this action by mail, electronic mail, the internet, or published
5 notice.

6 23. **Common Questions Predominate:** Common questions of law and fact exist as
7 to all members of the Classes and predominate over any questions that affect only individual
8 members of the Class. The predominant common questions of law and fact, among other things,
9 include, whether Defendant:

- 10 a. Failed and continues to fail to pay for all hours worked in violation of Labor Code
11 §§ 200, 223, 226, 500, 1197, 1198, and the applicable California Industrial
12 Welfare Commission Wage Orders (“Applicable Wage Orders”);
- 13 b. Willfully failed and continues to fail to pay minimum wage for all hours worked
14 in violation of Labor Code §§ 1194 and 1197 and the Applicable Wage Orders;
- 15 c. Failed and continues to fail to pay overtime time for all overtime hours worked in
16 violation of Labor Code §§ 510, 1194, and the Applicable Wage Orders;
- 17 d. Failed and continues to fail to authorize and/or permit meal periods in violation
18 of Labor Code §§ 226.7, 512, and the Applicable Wage Orders;
- 19 e. Failed and continues to fail to authorize and/or permit rest periods in violation of
20 Labor Code §§ 226.7, and the Applicable Wage Orders;
- 21 f. Failed and continues to fail to timely furnish complete and accurate itemized wage
22 statements in violation of Labor Code § 226, and the Applicable Wage Orders;
- 23 g. Committed and continues to commit unfair business practices in violation of
24 Business & Professions Code § 17200, et seq.

25 24. **Typicality:** Plaintiff's claims are typical of the claims of the members of the
26 Classes she seeks to represent because Plaintiff, as an employee of Defendant, was exposed and
27 subjected to the same unlawful business practices as the other members of the Classes. Plaintiff
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1 and the members of the Classes she seeks to represent sustained the same types of damages and
2 losses.

3 25. **Adequacy:** Plaintiff will fairly and adequately protect the interests of the Classes.
4 Plaintiff's attorneys have experience in employment and class action matters and may adequately
5 represent the Classes in this matter. Plaintiff has no adverse interests to those in the Classes.

6 26. **Superiority:** A class action is superior to other available means for the fair and
7 efficient adjudication of this controversy. Because individual joinder of all members of the
8 Classes is impractical, class action treatment will permit a large number of similarly situated
9 persons to prosecute their common claims in a single forum simultaneously, efficiently and
10 without the unnecessary duplication of effort and expense that numerous individual actions
11 would engender. The relatively minor amount of individual damages in question coupled with
12 the expenses and burdens of individual litigation would make it difficult or impossible for
13 individual members of the Classes to redress the wrongs done to them, while important public
14 interests will be served by addressing the matter as a class action. The cost to and burden on the
15 court system of adjudication of individualized litigation would be substantial and substantially
16 more than the costs and burdens of a class action. Individualized litigation would also present the
17 potential for inconsistent or contradictory judgments.

18 **FIRST CAUSE OF ACTION**

19 **[FAILURE TO PAY FOR ALL HOURS WORKED]**

20 **(Plaintiff and the Commute Class Against Defendant and Does 1-20)**

21 27. Plaintiff hereby incorporates by reference all other allegations contained in this
22 Complaint as though fully set forth herein.

23 28. At all times relevant hereto, Defendant was required to compensate Plaintiff and
24 the Commute Class for all hours worked and all pay promised pursuant to the Applicable Wage
25 Orders, and Labor Code §§ 200, 223, 226, 500, 510, 1197 and 1198.

26 29. In violation of California law, Defendant has knowingly and willfully refused to
27 perform its obligations to compensate Plaintiff and the Commute Class for all their worked hours.
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1 30. As a direct result, Plaintiff and the Commute Class have suffered, and continue to
2 suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such
3 unpaid wages, incurred expenses and attorneys' fees in seeking to compel Defendant to fully
4 perform its obligations under California law, all to their respective damage in amounts according
5 to proof at time of trial, but in amounts in excess of the jurisdiction of this Court.

6 31. Defendant's conduct described herein violates Labor Code §§ 200, 223, 226, 500,
7 1197, 1198, and the Applicable Wage Orders. Therefore, pursuant to Labor Code §§ 203, 218.5,
8 226, 558, 1194 and 1194.2, Plaintiff and the Commute Class are entitled to recover damages for
9 the nonpayment of wages of all their worked hours, in addition to penalties, reasonable attorneys'
10 fees, expenses, and costs of suit.

11 **SECOND CAUSE OF ACTION**

12 **[FAILURE TO PAY OVERTIME]**

13 **(Plaintiff and the Commute Class Against Defendant and Does 1-20)**

14 32. Plaintiff hereby incorporates by reference all other allegations contained in this
15 Complaint as though fully set forth herein.

16 33. Pursuant to Labor Code §§ 200, 226, 500, 510 and 1198 and the Applicable Wage
17 Orders at all times relevant hereto, Defendant was required to compensate Plaintiff and the
18 Commute Class for all worked overtime hours, which is calculated at one and one-half times the
19 regular rate of pay for all hours worked in excess of 8 hours per day and/or 40 hours per week.
20 Defendant was also required to compensate Plaintiff and the Commute Class for all hours worked
21 in excess of 12 hours in any workday at double their regular rate of pay.

22 34. Plaintiff and the Commute Class are non-exempt employees entitled to the
23 protections of the Applicable Wage Orders, and Labor Code §§ 200, 226, 500, 510, and 1198.

24 35. During the applicable recovery period, Plaintiff and some of the Commute Class
25 Members worked in excess of 8 hours in a workday, 12 hours in a workday, and/or 40 hours in a
26 workweek. However, Defendant failed to properly compensate them for all their overtime and/or
27 double-time hours worked as required under the aforementioned laws.

1 36. As a direct result of aforementioned violations, Plaintiff and some of the
2 Commute Class have suffered, and continue to suffer, substantial losses related to the use and
3 enjoyment of such wages, lost interest on such wages, and expenses and attorney's fees in seeking
4 to compel Defendant to fully perform their obligations under state law, all to these employees'
5 respective damage in amounts according to proof at time of trial, but in amounts in excess of the
6 jurisdiction of this Court.

7 37. Pursuant to Labor Code § 200, 203, 218.5, 226, 558, and 1194, Plaintiff and the
8 some of the Commute Class are entitled to recover owed overtime and double-time compensation
9 from Defendant, as well as penalties, interest, attorney's fees, and costs.

10 **THIRD CAUSE OF ACTION**

11 **[FAILURE TO PAY MINIMUM WAGE]**

12 **(Plaintiff and the Commute Class Against Defendant and Does 1-20)**

13 38. Plaintiff hereby incorporates by reference all other allegations contained in this
14 Complaint as though fully set forth herein.

15 39. Pursuant to Labor Code §§ 1194, 1194.2, and 1197, it is unlawful for an employer
16 to suffer or permit a California employee to work without paying wages at the proper minimum
17 wage for all time worked as required by the Applicable Wage Orders.

18 40. Pursuant to the Applicable Wage Orders "hours worked" include "the time during
19 which an employee is subject to the control of an employer, and includes all the time the
20 employee is suffered or permitted to work, whether or not required to do so."

21 41. At all times relevant hereto, Plaintiff and the Commute Class suffered, were
22 permitted, and required to perform work for which they received no pay. As a direct and
23 proximate result of Defendant's failure to pay Plaintiff and the Commute Class, they have been
24 damaged in the amount of the owed minimum wages.

25 42. The aforementioned acts by Defendant were undertaken with the intention of
26 depriving Plaintiff and the Commute Class of their property and/or legal rights and causing injury
27 to them.
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1 43. Pursuant to Labor Code §§ 1194 and 1194.2, Plaintiff and the Commute Class are
2 entitled to recover the full amount of unpaid minimum wages, liquidated damages in an equal
3 amount, interest and attorney's fees, all in a total amount subject to proof at time of trial.

4 **FOURTH CAUSE OF ACTION**

5 **[FAILURE TO AUTHORIZE AND/OR PERMIT MEAL BREAKS]**

6 **(Plaintiff and the Meal Break Class Against Defendant and Does 1-20)**

7 44. Plaintiff hereby incorporates by reference all other allegations contained in this
8 Complaint as though fully set forth herein.

9 45. Labor Code § 226.7(a) provides, "No employer shall require any employee to
10 work during any meal or rest period mandated by an applicable order of the Industrial Welfare
11 Commission."

12 46. Labor Code § 512(a) provides, in relevant part, that: "An employer may not
13 employ an employee for a work period of more than five hours per day without providing the
14 employee with a meal period of not less than 30 minutes, except that if the total work period per
15 day of the employee is no more than six hours, the meal period may be waived by mutual consent
16 of both the employer and employee. An employer may not employ an employee for a work period
17 of more than 10 hours per day without providing the employee with a second meal period of not
18 less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second
19 meal period may be waived by mutual consent of the employer and the employee only if the first
20 meal period was not waived."

21 47. During the applicable recovery period, Plaintiff and the Meal Break Class
22 periodically worked in excess of 5-hour work periods without being authorize and/or permitted
23 to take a lawful meal break, as required by Labor Code §§ 226.7, 512, and the Applicable Wage
24 Orders.

25 48. During the applicable recovery period, Defendant has failed to pay Plaintiff and
26 the Meal Break Class premium wages mandated by Labor Code § 226.7(b) for these unlawful
27 meal breaks. As a result of violations of Labor Code §§ 226.7, 512, and the Applicable Wage
28 Orders, Defendant is liable for civil penalties pursuant to Labor Code §§ 558 and 2698 et seq.

1 49. Plaintiff and the Meal Break Class are entitled to recover one additional hour of
2 pay at their regular rate of compensation for each workday that a meal period was not authorized
3 and/or permitted. Plaintiff and the Meal Break Class are also entitled to their costs and reasonable
4 attorneys' fees, according to proof and to interest on all due and unpaid wages at the legal rate of
5 interest.

6 **FIFTH CAUSE OF ACTION**

7 **[FAILURE TO AUTHORIZE AND/OR PERMIT REST BREAKS]**

8 **(Plaintiff and the Rest Break Class Against Defendant and Does 1-20)**

9 50. Plaintiff hereby incorporates by reference all other allegations contained in this
10 Complaint as though fully set forth herein.

11 51. California Labor Code § 226.7(a) provides, "No employer shall require any
12 employee to work during any meal or rest period mandated by an applicable order of the
13 Industrial Welfare Commission."

14 52. The Applicable Wage Orders require that employers authorize and/or permit non-
15 exempt employees to take a rest break that must, insofar as practicable, be taken in the middle of
16 each work period. The rest break is based on the total hours worked daily and must be at the
17 minimum rate of a net ten consecutive minutes for each four-hour work period, or major fraction
18 thereof.

19 53. Pursuant to Labor Code § 226.7, if an employer fails to authorize and/or permit
20 an employee a rest break in accordance with the Applicable Wage Orders, the employer shall pay
21 the employee one additional hour of pay at the employee's regular rate of pay for each workday
22 that the rest break is not provided. The provisions of the Applicable Wage Orders state that the
23 rest break is defined as a "net" ten minutes, which means that the rest break begins when the
24 employee reaches an area away from the work area that is appropriate for rest.

25 54. During the applicable recovery period, Defendant, from time to time, did not
26 authorize and/or permit pay Plaintiff and the Rest Break Class to take lawful rest breaks and
27 failed to pay premium wages mandated by Labor Code § 226.7(b) to this group of employees.
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1 As a result of violations of Labor Code §§ 226.7 and the Applicable Wage Orders, Defendant is
2 liable for civil penalties pursuant to Labor Code §§ 558 and 2698 et seq.

3 55. Plaintiff and the Rest Break Class are entitled to recover one additional hour of
4 pay at their regular rate of compensation with Defendant for each workday that a rest break was
5 not authorized and/or permitted. Plaintiff and the Class are also entitled to their costs and
6 reasonable attorneys' fees, according to proof and to interest on all due and unpaid wages at the
7 legal rate of interest.

8 **SIXTH CAUSE OF ACTION**

9 **[FAILURE TO FURNISH ACCURATE WAGE STATEMENTS]**

10 **(Plaintiff and the Classes Against Defendant and Does 1-20)**

11 56. Plaintiff hereby incorporate by reference all other allegations contained in this
12 Complaint as though fully set forth herein.

13 57. This claim is brought under Labor Code § 226(a), which sets forth reporting
14 requirements for employers when paying wages, including that every employer shall furnish each
15 of his or her employees an itemized statement in writing showing, among other things, (1) gross
16 wages earned, (2) total hours worked by the employee, (3) net wages earned, (4) all applicable
17 hourly rates in effect during the pay period, (5) the corresponding number of hours worked at
18 each hourly rate, and (6) the name and address of the legal entity that is the employer.

19 58. Labor Code § 226(e) provides that an employee suffering injury as a result of a
20 knowing and intentional failure by an employer to comply with subdivision (a) is entitled to
21 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which
22 a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent
23 pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled
24 to an award of costs and reasonable attorney's fees.

25 59. Defendant, from time to time, knowingly and intentionally failed to provide
26 Plaintiff and the Classes with wage statements accurately displaying the information required by
27 Labor Code § 226(a).
28

1 60. As a direct and proximate result of Defendant's conduct as alleged above, Plaintiff
2 and the Classes are each entitled to a civil penalty of \$50 for the initial pay period and \$100 for
3 each subsequent pay period in which Defendant violated the reporting requirements of Labor
4 Code § 226, up to a maximum of \$4,000. Additionally, under Labor Code § 226.3, Defendant is
5 subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation
6 and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails
7 to provide the employee a wage deduction statement or fails to keep the records required under
8 Labor Code § 226(a).

9 **SEVENTH CAUSE OF ACTION**

10 **[WAITING TIME PENALTIES]**

11 **(Plaintiff and the Classes Against Defendant and Does 1-20)**

12 61. Plaintiff hereby incorporates by reference all other allegations contained in this
13 Complaint as though fully set forth herein.

14 62. Labor Code §§ 201 and 202 require that an employer pay all wages due to an
15 employee after said employee is discharged or quits.

16 63. Labor Code § 203 provides a penalty for the willful failure to pay all wages due
17 to an employee who is discharged or quits. This penalty consists of an amount equal to the sum
18 of the employee's wages at the employee's prior rate of pay, until the unpaid wages are paid, in
19 an amount not to exceed the equivalent of 30 days' pay.

20 64. During the applicable recovery period, Plaintiff and other members of the Classes
21 have separated from Defendant as a result of being discharged or having voluntarily resigned
22 their employment.

23 65. While employed by Defendant, these employees were entitled to compensation
24 for the violations set forth in this Complaint. Defendant failed to pay all wages due to the Plaintiff
25 and other members of the Classes who separated from Defendant, by failing to pay for, among
26 other things, all hours worked, overtime and double-time, and premium wages for unlawful meal
27 or rest breaks. Defendant is required to compensate these employees for all their unpaid wages
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1 earned and an additional penalty equal to the daily earnings of such employees up to an amount
2 equal to those owed for 30 days of work.

3 **EIGHTH CAUSE OF ACTION**

4 **[UNFAIR BUSINESS PRACTICES]**

5 **(Plaintiff and the Classes Against Defendant and Does 1-20)**

6 66. Plaintiff hereby incorporates by reference all other allegations contained in this
7 Complaint as though fully set forth herein.

8 67. Defendant has engaged in unfair business practices in California by practicing,
9 employing and utilizing the employment practices outlined in this Complaint by requiring their
10 drivers and other non-exempt employees to perform the labor complained of herein without
11 proper compensation. Defendant's utilization of such unfair business practices constitutes unfair
12 competition and provides an unfair advantage over their competitors.

13 68. Plaintiff and the Classes seek full restitution and disgorgement of monies, as
14 necessary and according to proof, to restore any and all monies withheld, acquired and/or
15 converted by Defendant by means of the unfair practices complained of herein.

16 69. Plaintiff and the Classes seek, on their own behalf and on behalf of the general
17 public, the appointment of a receiver, as necessary. The acts complained of herein occurred, at
18 least in part, within the last four (4) years preceding the filing of the original complaint in this
19 action.

20 70. Upon information and belief, Plaintiff alleges that at all times herein mentioned
21 Defendant has engaged in unlawful, deceptive and unfair business practices, as proscribed by
22 Business and Professions Code § 17200 et seq., including those set forth in the Complaint herein,
23 thereby depriving Plaintiff and the Class, and other members of the general public the minimum
24 working condition standards and conditions due to them under the California labor laws and the
25 applicable Wage Orders as specifically described herein.

26 71. Plaintiff and the Classes are further entitled to and do seek both a declaration that
27 the above-described business practices are unfair, unlawful and/or fraudulent and injunctive
28 relief restraining Defendant from engaging in any of such business practices in the future. Such

1 misconduct unless and until enjoined and restrained by order of this Court, will cause great and
2 irreparable injury in that Defendant will continue to violate these California laws, represented by
3 labor statutes and the wage orders, unless specifically ordered to comply with same. This
4 expectation of future violations will require current and future employees to repeatedly and
5 continuously seek legal redress in order to gain compensation to which they are entitled under
6 California law. Plaintiff and the Classes have no other adequate remedy at law to ensure future
7 compliance with the California labor laws and the Applicable Wage Orders alleged to have been
8 violated herein.

9 **NINTH CAUSE OF ACTION**

10 **[PAGA VIOLATIONS]**

11 **(Plaintiff and the Classes Against Defendant and Does 1-20)**

12 72. Plaintiff hereby incorporate by reference all other allegations contained in this
13 Complaint as though fully set forth herein.

14 73. Plaintiff and those employees in the Classes who have worked during the recovery
15 period applicable under the Private Attorney General Act ("PAGA") are aggrieved employees as
16 defined under Labor Code § 2699(a) ("Aggrieved Employees"). Plaintiff and the Aggrieved
17 Employees bring this cause on behalf of themselves as affected by the labor law violations
18 alleged in this Complaint.

19 74. Defendant has violated the Labor Code against Plaintiff and the Aggrieved
20 Employees, as alleged in this Complaint, including, but not limited to, the following:

- 21 a. Failing and continuing to fail to pay for all hours worked in violation of Labor
22 Code §§ 200, 223, 226, 500, 1197, 1198, and the Applicable Wage Orders;
 - 23 b. Willfully failing and continuing to fail to pay minimum wage for all hours
24 worked in violation of Labor Code §§ 1194 and 1197 and the Applicable Wage
25 Orders;
 - 26 c. Failing and continuing to fail to pay overtime time for all overtime hours worked
27 in violation of Labor Code §§ 510, 1194, and the Applicable Wage Orders;
- 28

- 1 d. Failing and continuing to fail to authorize and/or permit meal periods in violation
2 of Labor Code §§ 226.7, 512, and the Applicable Wage Orders;
3 e. Failing and continuing to fail to authorize and/or permit rest periods in violation
4 of Labor Code §§ 226.7, and the Applicable Wage Orders; and
5 f. Failing and continuing to fail to timely furnish complete and accurate itemized
6 wage statements in violation of Labor Code § 226, and the Applicable Wage
7 Orders.

8 75. On July 1, 2020, Plaintiff sent a written notice to Defendant and the Labor and
9 Workforce Development Agency ("LWDA") notifying them of the specific violations and the
10 facts and theories supporting those violations. A true and correct copy of said notice is attached
11 hereto as "Exhibit A," which is incorporated by reference as though fully set forth herein. On
12 August 7, 2020, Plaintiff submitted an amended notice to Defendant and LWDA, a true and
13 correct copy of said notice is attached hereto as "Exhibit B," which is incorporated by reference
14 as though fully set forth herein. More than 65 days have passed since the date the amended notice
15 was sent to the LWDA.

16 76. Plaintiff and the Aggrieved Employees seek to recover all civil penalties and all
17 underpaid wages allowed under Labor Code §§ 558, 2698, 2699, 2699.3 and 2699.5 for which
18 Defendant is liable as a result of its violations of the Labor Code during the applicable recovery
19 period, all in an amount to be proven at trial. These include, but are not limited to, penalties
20 pursuant to Labor Code § 210 for violations of Labor Code §§ 201, 202, 203 and 204; penalties
21 pursuant to Labor Code § 226.3 for violations Labor Code § 226 and the Applicable Wage
22 Orders; penalties and underpaid wages pursuant to Labor Code § 558, including an amount
23 sufficient to recover underpaid wages due for violations of the Labor Code §§ 226.7 and 558 and
24 the Applicable Wage Orders; and penalties pursuant to Labor Code § 1197.1 for violations Labor
25 Code §§ 1182, 1182.12, and 1198 and the Applicable California Wage Orders.

1
2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, pray for
4 relief and judgment against Defendant as follows:

5 1. Certification of this action as a class action on behalf of each of the Classes alleged
6 in this Complaint;

7 2. For general damages, according to proof, on each cause of action for which such
8 damages are available;

9 3. For compensatory damages, according to proof, on each cause of action for which
10 such damages are available;

11 4. For consequential damages, according to proof, on each cause of action for which
12 such damages are available;

13 5. For restoration and restitution of lost wages, statutory penalties, and all other
14 remedies afforded under the Labor Code on all causes of action for violation of the Labor Code;

15 6. For declaratory and injunctive relief as requested herein;

16 7. For prejudgment and post-judgment interest according to law;

17 8. For reasonable attorneys' fees incurred in this action on those causes of action for
18 which such fees are recoverable under the law;

19 9. For costs of suit incurred in this action;

20 10. Disgorgement of all gains unjustly gained by Defendant;

21 11. For all civil penalties recoverable under PAGA; and

22 12. Any other remedies, whether in law or equity, that the Court deems properly.
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24
25
26
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28

1
2 Dated: October 16, 2020

Respectfully submitted,

3
4 SHAKOURI LAW FIRM
KOUL LAW FIRM

5
6
7 By: Ashkan Shakouri
8 Ashkan Shakouri
9 Nazo Koulloukian
10 Attorneys for Plaintiff and the Proposed
Class

11
12 **DEMAND FOR JURY TRIAL**

13 Plaintiff demands a jury trial on issues triable to a jury.

14
15 Dated: October 16, 2020

Respectfully submitted,

16 SHAKOURI LAW FIRM
17 KOUL LAW FIRM

18
19 By: Ashkan Shakouri
20 Ashkan Shakouri
21 Nazo Koulloukian
22 Attorneys for Plaintiff and the Proposed
Class

EXHIBIT A

SHAKOURI LAW FIRM
Employment & Civil Litigation

11601 Wilshire Blvd, Fifth Floor
Los Angeles, CA 90025
Tel: (310) 575-1827
Fax: (310) 575-1890
ash@shakourilawfirm.com
shakourilawfirm.com

July 1, 2020

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Aureus Medical Group
Allied Health Division
13609 California Street, Suite 200
Omaha, NE 68154

Aureus Medical Group
Nursing Division
2425 S 171st Street
Omaha, NE 68130

Re: PAGA Notice Pursuant to California Labor Code § 2699
Claimant: Monique Lewis
Employer: Aureus Medical Group, Inc.

Dear Sir or Madam:

Claimant Monique Lewis ("Claimant") has retained Nazo Koulloukian with the Koul Law Firm and Ashkan Shakouri with Shakouri Law Firm to represent her, and all other aggrieved employees as that term is defined under Labor Code § 2699(c)¹, for wage and hour claims against her employer Aureus Medical Group, Inc. ("Aureus"), which is an employment staffing agency. Among other things, Aureus provides replacement labor staffing for employers involved in labor disputes. Thus, Aureus qualifies as a "temporary services employer" under Labor Code § 201.3.

¹ Labor Code § 2699 (c) defines an "aggrieved employee" as "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed."

The aggrieved employees Claimant seeks to represent consist of all of Aureus's non-exempt employees who worked at any facility engaged in a trade dispute inside California during the applicable recovery period ("Aggrieved Employees").

Claimant is an an ultrasound technologist. In or around May 2019, Aureus hired, assigned and paid Claimant to work at UC Irvine Medical Center located in Orange County, California because it was engaged in a trade dispute with its employees who were on strike. Then, in or about November 2019, Aureus again assigned Claimant to work at the same facility because it was experiencing another trade dispute with its striking employees. Aureus worked shifts lasting more than 12 hours a day on both assignments. Claimant no longer works for Aureus.

Aureus violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Cal. Labor Code § 2698 *et seq.* We request that your agency investigate the claims alleged below, or permit Claimant to seek civil penalties under the Private Attorney General Act ("PAGA"), Labor Code § 2698 *et seq.*, on behalf of the Labor and Workforce and development Agency ("LWDA") and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3. Based on information and belief, Aureus continues to commit all the violations alleged herein.

As alleged below, Claimant personally suffered some of the Labor Code violations committed by Aureus, while other violations, though not personally suffered by her, were suffered by other Aggrieved Employees. As held in *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 758, "[b]y the plain language of the statute, an aggrieved employee need only suffer one of the Labor Code violations alleged against his or her employer to be able to bring a PAGA claim on behalf of himself or herself and current or former employees who suffered any Labor Code violation at the hands of the employer. Claimant need not have actually suffered all of the Labor Code violations that she alleges to have taken place for purposes of seeking PAGA penalties." (citation omitted). Accordingly, Claimant plans to pursue all penalties for all the violations committed by Aureus against the Aggrieved Employees, including those she did not personally suffer.

Aureus's Failure to Pay for All Hours Worked

During the applicable recovery period, the Aggrieved Employees have been required to use company-provided transportation to and from their assigned jobsites due to, among other reasons, safety concerns posed by crossing active, or potential, picket lines in and around their jobsites. Thus, using company-provided transportation to get to their jobsites and back is compulsory for the Aggrieved Employees. However, Aureus has had a policy and/or practice of not paying these Aggrieved Employees for their transportation time, and the wait time associated with it, even though Aggrieved Employees are under its control during the entirety of this time. As way of example, due to safety concerns posed by crossing picket lines in and around UC Irvine Medical Center, Claimant was required to use company-provided transportation to and from her jobsite, and to wait for such transportation, which included waiting for the other Aggrieved Employees to arrive at the designated pick-up location, for both of her assignments at that jobsite.

Yet, despite the fact that Claimant was under Aureus's control during such time, it failed to compensate her at all for this time, some of which should have been paid at overtime and double-time rates given Claimant's long shifts.

Upon information and belief, during the applicable recovery period, other Aggrieved Employees were also required to use company-provided transportation to commute to their assigned jobsites, and to wait for such transportation, without compensation for that time from Aureus.

Under California law, any time a non-exempt spends under an employer's control, including time spent on company-provided transportation and associated wait time, is compensable. *Morillion v. Royal Packing Company* (2000) 22 Cal.4th 575. Thus, Aureus was required to compensate the Aggrieved Employees for all hours worked and all pay promised pursuant to the Applicable Wage Orders and Labor Code §§ 200, 223, 226, 500, 510, 1197 and 1198.

Upon information and belief, during the applicable recovery period, Aureus also failed to pay Aggrieved Employees for all hours worked by engaging in improper rounding of their work hours, resulting in a shorting of their pay.

Aureus's conduct described herein violates Labor Code §§ 200, 223, 226, 500, 1197 and 1198, and the Applicable Wage Orders. Therefore, pursuant to Labor Code §§ 203, 218.5, 226, 558, 1194 and 1194.2, the Aggrieved Employees are entitled to recover damages for the nonpayment of wages of all their worked hours in addition to penalties, attorneys' fees, expenses, and costs of suit.

As a result of these ongoing violations, Aureus is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Aureus's Failure to Pay Minimum Wage

Pursuant to Labor Code §§ 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the Applicable Wage Orders.

Pursuant to the Applicable Wage Orders "hours worked" include "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

During the applicable recovery period, Aggrieved Employees suffered, were permitted, and required to perform work by Aureus for which they received no pay. In particular, as alleged above, Aureus failed, and continues to fail, to pay Aggrieved Employees for time spent on required company-provided transportation and associated wait time. The aforementioned acts by Aureus were undertaken with the intention of depriving Aggrieved Employees of their earned wages.

Pursuant to Labor Code §§ 1194 and 1194.2, Aggrieved Employees are entitled to recover the full amount of unpaid minimum wages, liquidated damages in an equal amount, interest and attorney fees, expenses and costs of suit.

As a result of these ongoing violations, Aureus is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Aureus's Failure to Authorize and/or Permit Lawful Meal Breaks or Rest Breaks

Labor Code § 512(a) provides, in relevant part, that: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived."

The Applicable Wage Orders require that employers authorize or permit non-exempt employees to take a rest break that must, insofar as practicable, be taken in the middle of each work period. The rest break is based on the total hours worked daily and must be at the minimum rate of a net ten consecutive minutes for each four-hour work period, or major fraction thereof. The provisions of the Applicable Wage Orders state that the rest break is defined as a "net" ten minutes, which means that the rest break begins when the employee reaches an area away from the work area that is appropriate for rest

Labor Code § 226.7(a) provides, "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission." Under Labor Code § 226.7(b), if an employer fails to authorize an/or permit a non-exempt employee a rest or meal break required under the above provisions, the employer shall pay the employee one additional hour of pay at the employee's regular rate of pay for each workday that the rest break is not provided.

During the applicable recovery period, Aureus has had policy and/or practice of not authorizing or permitting the Aggrieved Employees to take lawful meal or rest breaks under California law. In particular, Aureus outsources its meal and rest break policies to its clients by requiring the Aggrieved Employees it assigns to work for them to follow its clients' meal and rest break policies. Aureus also does not take adequate measures to ensure that its clients actually authorize and/or permit the Aggrieved Employees to take proper meal or rest breaks.

For instance, Claimant's timesheet for November 13, 2019 indicates that she took no meal breaks during her 12-hour shift that day, but her corresponding paystub shows that Aureus did not pay her the required meal break premium for that shift. Similarly, Aureus did not authorize and/or permit Claimant to take her lawful rest breaks, and did not provide her with the premium pay required for such non-complaint rest breaks. During both of her assignments at UC Irvine, it was

the facility, not Aureus, that was in charge of authorizing and/or permitting Claimant to take meal and rest breaks, and she could not take such breaks due to her workload. Moreover, upon information and belief, Aureus did not take adequate measures to ensure that UC Irvine actually authorized and/or permitted Claimant to take proper meal or rest breaks.

Upon information and belief, during the applicable recovery period, Aureus also did not authorize and/or permit its other Aggrieved Employees to take lawful meal or rest breaks under California law and did not pay them premiums for such non-complaint breaks, as required under California law.

During the applicable recovery period, Claimant and other Aggrieved Employees regularly worked in excess of 5-hour work periods without being authorize and/or permitted to take a lawful meal break, as required by Labor Code §§ 226.7, 512, and the Applicable Wage Orders. Aureus failed to pay Claimant and other Aggrieved Employees premium wages mandated by Labor Code § 226.7(b) for these unlawful meal breaks. Claimant and other Aggrieved Employees are thus entitled to recover one additional hour of pay at their regular rate of compensation for each work day that a meal period was not authorized and/or permitted. Claimant and other Aggrieved Employees are also entitled to their costs and reasonable attorneys' fees, and interest on all due and unpaid premiums at the legal rate of interest.

During the applicable recovery period, Aureus did not authorize or permit Claimant and other Aggrieved Employees to take lawful rest breaks and failed to pay premium wages mandated by Labor Code § 226.7(b) to this group of employees. Claimant and other Aggrieved Employees are thus entitled to recover one additional hour of pay at their regular rate of compensation with Aureus for each work day that a rest break was not authorized and/or permitted. Claimant and other Aggrieved Employees are also entitled to their costs and reasonable attorneys' fees, and interest on all due and unpaid premiums at the legal rate of interest.

As a result of these ongoing violations, Aureus is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Aureus's Failure to Pay Wages Due Upon Termination

Labor Code §§ 201 and 202 require that an employer pay all wages due to an employee after said employee is discharged or quits. Labor Code § 203 provides a penalty for the willful failure to pay all wages due to an employee who is discharged or quits. This penalty consists of an amount equal to the sum of the employee's wages at the employee's prior rate of pay, until the unpaid wages are paid, in an amount not to exceed the equivalent of 30 days' pay.

During the applicable recovery period, Claimant and some of the Aggrieved Employees have separated from Aureus as a result of being discharged or having voluntarily resigned their employment. While employed by Aureus, these employees were not paid all wages owed to them under California law, as alleged herein. Aureus is thus required to compensate Claimant and the separated Aggrieved Employees all their unpaid wages, and an additional penalty equal to their daily earnings up to an amount equal to those owed for 30 days of work.

As a result of these ongoing violations, Aureus is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Aureus's Failure to Furnish Accurate Wage Statements

Labor Code § 226(a) sets forth reporting requirements for employers when paying wages, including that every employer shall furnish each of his or her employees an itemized statement in writing showing, among other things, (1) gross wages earned, (2) total hours worked by the employee, (3) net wages earned, (4) all applicable hourly rates in effect during the pay period, (5) the corresponding number of hours worked at each hourly rate, and (6) the name and address of the legal entity that is the employer.

Labor Code § 226(e) provides that an employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

Aureus knowingly and intentionally failed to provide Claimant and other Aggrieved Employees with paycheck deduction statements accurately displaying the information required by Labor Code § 226(a). In addition to failing to provide Claimant and other Aggrieved Employees wage statements accurately reflecting their owed wages and meal and rest break premiums,

As a direct and proximate result of Aureus's conduct as alleged above, Claimant and other Aggrieved Employees are each entitled to a civil penalty of \$50 for the initial pay period and \$100 for each subsequent pay period in which Aureus violated the reporting requirements of Labor Code § 226, up to a maximum of \$4,000. Additionally, under Labor Code § 226.3, Aureus is subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required under Labor Code § 226(a).

As a result of these ongoing violations, Aureus is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Aureus's Failure to Pay Wages Daily in Violation of Labor Code § 201.3

Under Labor Code § 201.3(b)(3), "[i]f an employee of a temporary services employer is assigned to work for a client engaged in a trade dispute, that employee's wages are due and payable at the end of each day, regardless of when the assignment ends." As set forth below, a violation of this section is subject to PAGA penalties.

During the applicable recovery period, Aureus has had an unlawful policy and/or practice of not paying the Aggrieved Employees "at the end of each day, regardless of when their assignment ends" as required under Labor Code § 201.3(b)(3). For instance, Claimant's timesheets show for her November 2019 strike assignment show that she worked on November 11 and 12,

but her corresponding paystub for that workweek shows that Aureus paid her on November 22–11 and 10 days after it was required to do so under said Section. Upon information and belief, during the applicable recovery period, Aureus similarly failed to pay its other Aggrieved Employees' wages on a daily basis, as required under Labor Code § 201.3(b)(3).

As a result of these ongoing violations, Aureus is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

All Penalties Sought

Without limitation, Claimant and other Aggrieved Employees will further seek any and all penalties under Labor Code § 558 and PAGA. This includes, each of the following, as is set forth in Labor Code § 2699.5, which states:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

Conclusion

Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform her if it does not intend to investigate these violations so that she can pursue her claims as a representative action in civil court.

Respectfully Submitted,

Ashkan Shakouri

Ashkan Shakouri

Nazo Koulloukian

Attorney for Claimant and all other
Aggrieved Employees

EXHIBIT B

SHAKOURI LAW FIRM
Employment & Civil Litigation

11601 Wilshire Blvd, Fifth Floor
Los Angeles, CA 90025
Tel: (310) 575-1827
Fax: (310) 575-1890
ash@shakourilawfirm.com
shakourilawfirm.com

August 7, 2020

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Aureus Medical Group
Allied Health Division
13609 California Street, Suite 200
Omaha, NE 68154

Aureus Medical Group
Nursing Division
2425 S 171st Street
Omaha, NE 68130

Re: Amendment to PAGA Notice in *Monique Lewis on behalf of herself and all others similarly situated v. Aureus Medical Group, Inc.* (LWDA Case No. LWDA-CM-795397-20) Pursuant to California Labor Code § 2699
Claimant: Monique Lewis
Employer: Aureus Medical Group, Inc.

Dear Sir or Madam:

Claimant Monique Lewis ("Claimant") hereby amends her PAGA Notice, submitted on behalf of herself and all others similarly situated, against Aureus Medical Group, Inc. (Aureus") (LWDA Case No. LWDA-CM-795397-20), to allege additional claims against Aureus for its failure to pay overtime or double time. A copy of Claimant's original PAGA Notice is attached hereto as "Exhibit A" for your reference.

Claimant has retained Nazo Koulloukian with the Koul Law Firm and Ashkan Shakouri with Shakouri Law Firm to represent her, and all other aggrieved employees as that term is defined under Labor Code § 2699(c)¹, for wage and hour claims against her employer Aureus, which is an employment staffing agency. Among other things, Aureus provides replacement labor staffing for employers involved in labor disputes. Thus, Aureus qualifies as a “temporary services employer” under Labor Code § 201.3. The aggrieved employees Claimant seeks to represent consist of all of Aureus’s non-exempt employees who worked at any facility engaged in a trade dispute inside California during the applicable recovery period (“Aggrieved Employees”).

Claimant is an an ultrasound technologist. In or around May 2019, Aureus hired, assigned and paid Claimant to work at UC Irvine Medical Center located in Orange County, California because it was engaged in a trade dispute with its employees who were on strike. Then, in or about November 2019, Aureus again assigned Claimant to work at the same facility because it was experiencing another trade dispute with its striking employees. Aureus worked shifts lasting more than 12 hours a day on both assignments. Claimant no longer works for Aureus.

Aureus violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Cal. Labor Code § 2698 *et seq.* We request that your agency investigate the claims alleged below, or permit Claimant to seek civil penalties under the Private Attorney General Act (“PAGA”), Labor Code § 2698 *et seq.*, on behalf of the Labor and Workforce and development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3. Based on information and belief, Aureus continues to commit all the violations alleged herein.

As alleged below, Claimant personally suffered some of the Labor Code violations committed by Aureus, while other violations, though not personally suffered by her, were suffered by other Aggrieved Employees. As held in *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 758, “[b]y the plain language of the statute, an aggrieved employee need only suffer one of the Labor Code violations alleged against his or her employer to be able to bring a PAGA claim on behalf of himself or herself and current or former employees who suffered any Labor Code violation at the hands of the employer. Claimant need not have actually suffered all of the Labor Code violations that she alleges to have taken place for purposes of seeking PAGA penalties.” (citation omitted). Accordingly, Claimant plans to pursue all penalties for all the violations committed by Aureus against the Aggrieved Employees, including those she did not personally suffer.

¹ Labor Code § 2699 (c) defines an “aggrieved employee” as “any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.”

Aureus's Failure to Pay for Overtime and Double Time Hours

Pursuant to Labor Code §§ 200, 226, 500, 510 and 1198 and all applicable Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4 & 5 ("Applicable Wage Orders"), Aureus was required to compensate Claimant and other Aggrieved Employees for all worked overtime hours, which is calculated at one and one-half times the regular rate of pay for all hours worked in excess of 8 hours per day and/or 40 hours per week. Aureus was also required to compensate Claimant and other Aggrieved Employees for all hours worked in excess of 12 hours in any workday at double their regular rate of pay.

Claimant and other Aggrieved Employees were non-exempt employees entitled to the protections of the Applicable Wage Orders, and Labor Code §§ 200, 226, 500, 510, and 1198. During the applicable recovery period, Claimant and other Aggrieved Employees also worked in excess of 8 hours in a workday, 12 hours in a workday, and/or 40 hours in a workweek.

During the applicable recovery period, the Aggrieved Employees, including Claimant, have been required to use company-provided transportation to and from their assigned jobsites due to, among other reasons, safety concerns posed by crossing active, or potential, picket lines in and around their jobsites. Thus, using company-provided transportation to get to their jobsites and back is compulsory for Aggrieved Employees. However, Aureus has had a policy and/or practice of not paying these Aggrieved Employees for their transportation time, and the wait time associated with it, even though Aggrieved Employees are under its control during the entirety of this time. As way of example, due to safety concerns posed by crossing picket lines in and around UC Irvine Medical Center, Claimant was required to use company-provided transportation to and from her jobsite, and to wait for such transportation, which included waiting for the other Aggrieved Employees to arrive at the designated pick-up location, for both of her assignments at that jobsite. Yet, despite the fact that Claimant was under Aureus's control during such time, it failed to compensate her at all for this time, some of which should have been paid at overtime and double-time rates given Claimant's long shifts.

Upon information and belief, during the applicable recovery period, other Aggrieved Employees were also required to use company-provided transportation to commute to their assigned jobsites, and to wait for such transportation, without compensation for that time from Aureus. In failing to provide the required overtime and double time pay, Aureus has violated and continues to violate the aforementioned laws, entitling Claimant and other Aggrieved Employees to recover damages for the underpayment of overtime and double-time in addition to penalties, attorneys' fees, expenses, and costs of suit.

As a result of these ongoing violations, Aureus is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

All Penalties Sought

Without limitation, Claimant and other Aggrieved Employees will further seek any and all penalties under Labor Code § 558 and PAGA. This includes, each of the following, as is set forth in Labor Code § 2699.5, which states:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

Conclusion

Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform her if it does not intend to investigate these violations so that she can pursue her claims as a representative action in civil court.

Respectfully Submitted,

Ashkan Shakouri

Ashkan Shakouri
Nazo Koulloukian
Attorney for Claimant and all other
Aggrieved Employees

EXHIBIT A

SHAKOURI LAW FIRM
Employment & Civil Litigation

11601 Wilshire Blvd, Fifth Floor
Los Angeles, CA 90025
Tel: (310) 575-1827
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July 1, 2020

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Aureus Medical Group
Allied Health Division
13609 California Street, Suite 200
Omaha, NE 68154

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Nursing Division
2425 S 171st Street
Omaha, NE 68130

Re: PAGA Notice Pursuant to California Labor Code § 2699
Claimant: Monique Lewis
Employer: Aureus Medical Group, Inc.

Dear Sir or Madam:

Claimant Monique Lewis ("Claimant") has retained Nazo Koulloukian with the Koul Law Firm and Ashkan Shakouri with Shakouri Law Firm to represent her, and all other aggrieved employees as that term is defined under Labor Code § 2699(c)¹, for wage and hour claims against her employer Aureus Medical Group, Inc. ("Aureus"), which is an employment staffing agency. Among other things, Aureus provides replacement labor staffing for employers involved in labor disputes. Thus, Aureus qualifies as a "temporary services employer" under Labor Code § 201.3.

¹ Labor Code § 2699 (c) defines an "aggrieved employee" as "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed."

The aggrieved employees Claimant seeks to represent consist of all of Aureus's non-exempt employees who worked at any facility engaged in a trade dispute inside California during the applicable recovery period ("Aggrieved Employees").

Claimant is an an ultrasound technologist. In or around May 2019, Aureus hired, assigned and paid Claimant to work at UC Irvine Medical Center located in Orange County, California because it was engaged in a trade dispute with its employees who were on strike. Then, in or about November 2019, Aureus again assigned Claimant to work at the same facility because it was experiencing another trade dispute with its striking employees. Aureus worked shifts lasting more than 12 hours a day on both assignments. Claimant no longer works for Aureus.

Aureus violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Cal. Labor Code § 2698 *et seq.* We request that your agency investigate the claims alleged below, or permit Claimant to seek civil penalties under the Private Attorney General Act ("PAGA"), Labor Code § 2698 *et seq.*, on behalf of the Labor and Workforce and development Agency ("LWDA") and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3. Based on information and belief, Aureus continues to commit all the violations alleged herein.

As alleged below, Claimant personally suffered some of the Labor Code violations committed by Aureus, while other violations, though not personally suffered by her, were suffered by other Aggrieved Employees. As held in *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 758, "[b]y the plain language of the statute, an aggrieved employee need only suffer one of the Labor Code violations alleged against his or her employer to be able to bring a PAGA claim on behalf of himself or herself and current or former employees who suffered any Labor Code violation at the hands of the employer. Claimant need not have actually suffered all of the Labor Code violations that she alleges to have taken place for purposes of seeking PAGA penalties." (citation omitted). Accordingly, Claimant plans to pursue all penalties for all the violations committed by Aureus against the Aggrieved Employees, including those she did not personally suffer.

Aureus's Failure to Pay for All Hours Worked

During the applicable recovery period, the Aggrieved Employees have been required to use company-provided transportation to and from their assigned jobsites due to, among other reasons, safety concerns posed by crossing active, or potential, picket lines in and around their jobsites. Thus, using company-provided transportation to get to their jobsites and back is compulsory for the Aggrieved Employees. However, Aureus has had a policy and/or practice of not paying these Aggrieved Employees for their transportation time, and the wait time associated with it, even though Aggrieved Employees are under its control during the entirety of this time. As way of example, due to safety concerns posed by crossing picket lines in and around UC Irvine Medical Center, Claimant was required to use company-provided transportation to and from her jobsite, and to wait for such transportation, which included waiting for the other Aggrieved Employees to arrive at the designated pick-up location, for both of her assignments at that jobsite.

Yet, despite the fact that Claimant was under Aureus's control during such time, it failed to compensate her at all for this time, some of which should have been paid at overtime and double-time rates given Claimant's long shifts.

Upon information and belief, during the applicable recovery period, other Aggrieved Employees were also required to use company-provided transportation to commute to their assigned jobsites, and to wait for such transportation, without compensation for that time from Aureus.

Under California law, any time a non-exempt spends under an employer's control, including time spent on company-provided transportation and associated wait time, is compensable. *Morillion v. Royal Packing Company* (2000) 22 Cal.4th 575. Thus, Aureus was required to compensate the Aggrieved Employees for all hours worked and all pay promised pursuant to the Applicable Wage Orders and Labor Code §§ 200, 223, 226, 500, 510, 1197 and 1198.

Upon information and belief, during the applicable recovery period, Aureus also failed to pay Aggrieved Employees for all hours worked by engaging in improper rounding of their work hours, resulting in a shorting of their pay.

Aureus's conduct described herein violates Labor Code §§ 200, 223, 226, 500, 1197 and 1198, and the Applicable Wage Orders. Therefore, pursuant to Labor Code §§ 203, 218.5, 226, 558, 1194 and 1194.2, the Aggrieved Employees are entitled to recover damages for the nonpayment of wages of all their worked hours in addition to penalties, attorneys' fees, expenses, and costs of suit.

As a result of these ongoing violations, Aureus is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Aureus's Failure to Pay Minimum Wage

Pursuant to Labor Code §§ 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the Applicable Wage Orders.

Pursuant to the Applicable Wage Orders "hours worked" include "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

During the applicable recovery period, Aggrieved Employees suffered, were permitted, and required to perform work by Aureus for which they received no pay. In particular, as alleged above, Aureus failed, and continues to fail, to pay Aggrieved Employees for time spent on required company-provided transportation and associated wait time. The aforementioned acts by Aureus were undertaken with the intention of depriving Aggrieved Employees of their earned wages.

Pursuant to Labor Code §§ 1194 and 1194.2, Aggrieved Employees are entitled to recover the full amount of unpaid minimum wages, liquidated damages in an equal amount, interest and attorney fees, expenses and costs of suit.

As a result of these ongoing violations, Aureus is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Aureus's Failure to Authorize and/or Permit Lawful Meal Breaks or Rest Breaks

Labor Code § 512(a) provides, in relevant part, that: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived."

The Applicable Wage Orders require that employers authorize or permit non-exempt employees to take a rest break that must, insofar as practicable, be taken in the middle of each work period. The rest break is based on the total hours worked daily and must be at the minimum rate of a net ten consecutive minutes for each four-hour work period, or major fraction thereof. The provisions of the Applicable Wage Orders state that the rest break is defined as a "net" ten minutes, which means that the rest break begins when the employee reaches an area away from the work area that is appropriate for rest

Labor Code § 226.7(a) provides, "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission." Under Labor Code § 226.7(b), if an employer fails to authorize an/or permit a non-exempt employee a rest or meal break required under the above provisions, the employer shall pay the employee one additional hour of pay at the employee's regular rate of pay for each workday that the rest break is not provided.

During the applicable recovery period, Aureus has had policy and/or practice of not authorizing or permitting the Aggrieved Employees to take lawful meal or rest breaks under California law. In particular, Aureus outsources its meal and rest break policies to its clients by requiring the Aggrieved Employees it assigns to work for them to follow its clients' meal and rest break policies. Aureus also does not take adequate measures to ensure that its clients actually authorize and/or permit the Aggrieved Employees to take proper meal or rest breaks.

For instance, Claimant's timesheet for November 13, 2019 indicates that she took no meal breaks during her 12-hour shift that day, but her corresponding paystub shows that Aureus did not pay her the required meal break premium for that shift. Similarly, Aureus did not authorize and/or permit Claimant to take her lawful rest breaks, and did not provide her with the premium pay required for such non-complaint rest breaks. During both of her assignments at UC Irvine, it was

the facility, not Aureus, that was in charge of authorizing and/or permitting Claimant to take meal and rest breaks, and she could not take such breaks due to her workload. Moreover, upon information and belief, Aureus did not take adequate measures to ensure that UC Irvine actually authorized and/or permitted Claimant to take proper meal or rest breaks.

Upon information and belief, during the applicable recovery period, Aureus also did not authorize and/or permit its other Aggrieved Employees to take lawful meal or rest breaks under California law and did not pay them premiums for such non-complaint breaks, as required under California law.

During the applicable recovery period, Claimant and other Aggrieved Employees regularly worked in excess of 5-hour work periods without being authorize and/or permitted to take a lawful meal break, as required by Labor Code §§ 226.7, 512, and the Applicable Wage Orders. Aureus failed to pay Claimant and other Aggrieved Employees premium wages mandated by Labor Code § 226.7(b) for these unlawful meal breaks. Claimant and other Aggrieved Employees are thus entitled to recover one additional hour of pay at their regular rate of compensation for each work day that a meal period was not authorized and/or permitted. Claimant and other Aggrieved Employees are also entitled to their costs and reasonable attorneys' fees, and interest on all due and unpaid premiums at the legal rate of interest.

During the applicable recovery period, Aureus did not authorize or permit Claimant and other Aggrieved Employees to take lawful rest breaks and failed to pay premium wages mandated by Labor Code § 226.7(b) to this group of employees. Claimant and other Aggrieved Employees are thus entitled to recover one additional hour of pay at their regular rate of compensation with Aureus for each work day that a rest break was not authorized and/or permitted. Claimant and other Aggrieved Employees are also entitled to their costs and reasonable attorneys' fees, and interest on all due and unpaid premiums at the legal rate of interest.

As a result of these ongoing violations, Aureus is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Aureus's Failure to Pay Wages Due Upon Termination

Labor Code §§ 201 and 202 require that an employer pay all wages due to an employee after said employee is discharged or quits. Labor Code § 203 provides a penalty for the willful failure to pay all wages due to an employee who is discharged or quits. This penalty consists of an amount equal to the sum of the employee's wages at the employee's prior rate of pay, until the unpaid wages are paid, in an amount not to exceed the equivalent of 30 days' pay.

During the applicable recovery period, Claimant and some of the Aggrieved Employees have separated from Aureus as a result of being discharged or having voluntarily resigned their employment. While employed by Aureus, these employees were not paid all wages owed to them under California law, as alleged herein. Aureus is thus required to compensate Claimant and the separated Aggrieved Employees all their unpaid wages, and an additional penalty equal to their daily earnings up to an amount equal to those owed for 30 days of work.

As a result of these ongoing violations, Aureus is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Aureus's Failure to Furnish Accurate Wage Statements

Labor Code § 226(a) sets forth reporting requirements for employers when paying wages, including that every employer shall furnish each of his or her employees an itemized statement in writing showing, among other things, (1) gross wages earned, (2) total hours worked by the employee, (3) net wages earned, (4) all applicable hourly rates in effect during the pay period, (5) the corresponding number of hours worked at each hourly rate, and (6) the name and address of the legal entity that is the employer.

Labor Code § 226(e) provides that an employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

Aureus knowingly and intentionally failed to provide Claimant and other Aggrieved Employees with paycheck deduction statements accurately displaying the information required by Labor Code § 226(a). In addition to failing to provide Claimant and other Aggrieved Employees wage statements accurately reflecting their owed wages and meal and rest break premiums,

As a direct and proximate result of Aureus's conduct as alleged above, Claimant and other Aggrieved Employees are each entitled to a civil penalty of \$50 for the initial pay period and \$100 for each subsequent pay period in which Aureus violated the reporting requirements of Labor Code § 226, up to a maximum of \$4,000. Additionally, under Labor Code § 226.3, Aureus is subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required under Labor Code § 226(a).

As a result of these ongoing violations, Aureus is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Aureus's Failure to Pay Wages Daily in Violation of Labor Code § 201.3

Under Labor Code § 201.3(b)(3), "[i]f an employee of a temporary services employer is assigned to work for a client engaged in a trade dispute, that employee's wages are due and payable at the end of each day, regardless of when the assignment ends." As set forth below, a violation of this section is subject to PAGA penalties.

During the applicable recovery period, Aureus has had an unlawful policy and/or practice of not paying the Aggrieved Employees "at the end of each day, regardless of when their assignment ends" as required under Labor Code § 201.3(b)(3). For instance, Claimant's timesheets show for her November 2019 strike assignment show that she worked on November 11 and 12,

but her corresponding paystub for that workweek shows that Aureus paid her on November 22—11 and 10 days after it was required to do so under said Section. Upon information and belief, during the applicable recovery period, Aureus similarly failed to pay its other Aggrieved Employees' wages on a daily basis, as required under Labor Code § 201.3(b)(3).

As a result of these ongoing violations, Aureus is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

All Penalties Sought

Without limitation, Claimant and other Aggrieved Employees will further seek any and all penalties under Labor Code § 558 and PAGA. This includes, each of the following, as is set forth in Labor Code § 2699.5, which states:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

Conclusion

Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform her if it does not intend to investigate these violations so that she can pursue her claims as a representative action in civil court.

Respectfully Submitted,

Ashkan Shakouri

Ashkan Shakouri

Nazo Koulloukian

Attorney for Claimant and all other
Aggrieved Employees

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3
4 I am employed in the County of Los Angeles, State of California, I am over the age of 18 and
5 not a party to the within action; my business address is 11601 Wilshire Boulevard, Fifth Floor, Los
6 Angeles, California 90025. I served the foregoing document(s) described as:

7 **PLAINTIFF'S SECOND-AMENDED COMPLAINT**

8 X BY ELECTRONIC TRANSMISSION ONLY VIA CALIFORNIA RULES OF COURT,
9 EMERGENCY RULE 12 AND THE PARTIES' STIPULATION: I electronically caused to be served
10 the foregoing document on all interested parties in this action via email only. The document will be
11 deemed served on the date it was emailed.

12 Addressed as follows:

13 Sarah Kroll-Rosenbaum
sarah.kroll-rosenbaum@akerman.com

14 Sayaka Karitani
sayaka.karitani@akerman.com

15 Nancy Sotomayor
nancy.sotomayor@akerman.com

16 AKERMAN LLP
17 601 West Fifth Street, Suite 300
18 Los Angeles, CA 90071

19 I declare under penalty of perjury under the laws of the State of California that the above is true
20 and correct.

21
22
23 October 27, 2020
24 Date

Ashkan Shakouri
Ashkan Shakouri