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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

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

[AMOUNT DEMANDED EXCEEDS
\$25,000.00]

Assigned for all purposes to: Judge Glenda Sanders

Dept: CX101

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

INTRODUCTION

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

2. Specifically, as to Plaintiff and other Strikebreakers, Defendant has uniformly and systematically:

- a. Failed and continues to fail to pay for all hours worked in violation of Labor Code §§ 200, 223, 226, 500, 1197, 1198, and the applicable California Industrial Welfare Commission Wage Orders (“Applicable Wage Orders”);
- b. Willfully failed and continues to fail to pay minimum wage for all hours worked in violation of Labor Code §§ 1194 and 1197 and the Applicable Wage Orders;
- c. Failed and continues to fail to pay overtime time for all overtime hours worked in violation of Labor Code §§ 510, 1194, and the Applicable Wage Orders;
- d. Failed and continues to fail to authorize and/or permit meal periods in violation of Labor Code §§ 226.7, 512, and the Applicable Wage Orders;
- e. Failed and continues to fail to authorize and/or permit rest periods in violation of Labor Code §§ 226.7, and the Applicable Wage Orders;
- f. Failed and continues to fail to timely furnish complete and accurate itemized wage statements in violation of Labor Code § 226, and the Applicable Wage Orders;

1 g. Committed and continues to commit unfair business practices in violation of
2 Business & Professions Code § 17200, et seq.

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

6 **JURISDICTION AND VENUE**

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

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

15 **PARTIES**

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

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

23 8. The true names or capacities, whether individual, associate or otherwise, of Does
24 1-20, inclusive, are unknown to Plaintiff and, therefore, Plaintiff sues these doe defendants by
25 such fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to allege
26 such names and capacities as soon as they are ascertained. Upon information and belief, each of
27 these fictitiously named defendants is responsible in some manner for the occurrences alleged
28

1 herein, and that Plaintiff's injuries and damages as alleged and set forth herein were proximately
2 caused by such fictitiously named defendants.

3 9. Upon information and belief, Plaintiff alleges that at all relevant times each of the
4 defendants was the principal, agent, employer, employee, partner, joint venturer, officer, director,
5 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and
6 predecessor in interest of some or all of the other defendants, and was engaged with some or all
7 of the other defendants in a joint enterprise for profit, and bore such other relationships to some
8 or all of the other defendants so as to be liable for the conduct of each of them.

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

14 **FACTUAL ALLEGATIONS**

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

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

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

1 safety concerns posed by crossing picket lines in and around UC Irvine, Plaintiff was required to
2 use company-provided transportation to and from her jobsite, and to wait for such transportation,
3 which included waiting for the other strikebreakers to arrive at the designated pick-up location,
4 for both of her assignments at that jobsite. Yet, despite the fact that Plaintiff was under
5 Defendant's control during such time, it failed to compensate her at all for this time, some of
6 which should have been paid at overtime and double-time rates given Plaintiff's long shifts.

7 13. Upon information and belief, during the applicable recovery period, other
8 Strikebreakers were also required to use company-provided transportation to commute to their
9 assigned jobsites, and to wait for such transportation, without compensation for that time from
10 Defendant.

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

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

16. Upon information and belief, during the applicable recovery period, Defendant also did not authorize and/or permit its other Strikebreakers 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.

CLASS ALLEGATIONS

17. This action is brought and may properly be maintained as a class action pursuant to the provisions of Code of Civil Procedure § 382.

18. Plaintiff reserves the right under California Rules of Court, Rule 1855 (b) to amend or modify the description of the class, as defined below, with greater specificity or division into subclasses or limitation to certain issues.

19. Pursuant to Code of Civil Procedure § 382, this action qualifies as a class action because there is a well-defined community of interest in the litigation and the proposed class is easily ascertainable.

20. For the purposes of this Complaint, “Class Period” means any time from four years prior to the filing of this Complaint until the date of trial.

21. The putative class Plaintiff will seek to certify is currently composed of and defined as follows:

All of Defendant's non-exempt employees who worked at any facility engaged in a trade dispute inside California during the Class Period (the "Class").

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

23. **Common Questions Predominate:** Common questions of law and fact exist as to all members of the Class and predominate over any questions that affect only individual

members of the Class. The predominant common questions of law and fact, among other things, include, whether Defendant:

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

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

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

26. **Superiority:** A class action is superior to other available means for the fair and efficient adjudication of this controversy. Because individual joinder of all members of the Class is impractical, class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently and without the

unnecessary duplication of effort and expense that numerous individual actions would engender. The relatively minor amount of individual damages in question coupled with the expenses and burdens of individual litigation would make it difficult or impossible for individual members of the Class to redress the wrongs done to them, while important public interests will be served by addressing the matter as a class action. The cost to and burden on the court system of adjudication of individualized litigation would be substantial and substantially more than the costs and burdens of a class action. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

FIRST CAUSE OF ACTION

[FAILURE TO PAY FOR ALL HOURS WORKED]

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

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

28. At all times relevant hereto, Defendant was required to compensate Strikebreakers 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.

29. In violation of California law, Defendant has knowingly and willfully refused to perform its obligations to compensate Plaintiff and the Class for all their worked hours.

30. As a direct result, Plaintiff and the Class have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such unpaid wages, incurred expenses and attorneys' fees in seeking to compel Defendant to fully perform its obligations under California law, all to their respective damage in amounts according to proof at time of trial, but in amounts in excess of the jurisdiction of this Court.

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

[FAILURE TO PAY OVERTIME]

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

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

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

CLASS ACTION COMPLAINT

1 **THIRD CAUSE OF ACTION**

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

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

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

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

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

12 41. At all times relevant hereto, Plaintiff and the Class suffered, were permitted, and
13 required to perform work for which they received no pay. As a direct and proximate result of
14 Defendant’s failure to pay Plaintiff and the Class, they have been damaged in the amount of the
15 owed minimum wages.

16 42. The aforementioned acts by Defendant were undertaken with the intention of
17 depriving Plaintiff and the Class of their property and/or legal rights and causing injury to them.

18 43. Pursuant to Labor Code §§ 1194 and 1194.2, Plaintiff and the Class are entitled
19 to recover the full amount of unpaid minimum wages, liquidated damages in an equal amount,
20 interest and attorney's fees, all in a total amount subject to proof at time of trial.

21 **FOURTH CAUSE OF ACTION**

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

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

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

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

46. 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."

47. During the applicable recovery period, Plaintiff and the Class 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.

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

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

FIFTH CAUSE OF ACTION

[FAILURE TO AUTHORIZE AND/OR PERMIT REST BREAKS]

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

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

51. California 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."

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

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

12 54. During the applicable recovery period, Defendant did not authorize and/or permit
13 pay Plaintiff and the Class to take lawful rest breaks and failed to pay premium wages mandated
14 by Labor Code § 226.7(b) to this group of employees. As a result of violations of Labor Code §§
15 226.7 and the Applicable Wage Orders, Defendant is liable for civil penalties pursuant to Labor
16 Code §§ 558 and 2698 et seq.

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

22 **SIXTH CAUSE OF ACTION**

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

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

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

27 57. This claim is brought under Labor Code § 226(a), which sets forth reporting
28 requirements for employers when paying wages, including that every employer shall furnish each

1 of his or her employees an itemized statement in writing showing, among other things, (1) gross
2 wages earned, (2) total hours worked by the employee, (3) net wages earned, (4) all applicable
3 hourly rates in effect during the pay period, (5) the corresponding number of hours worked at
4 each hourly rate, and (6) the name and address of the legal entity that is the employer.

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

11 59. Defendant knowingly and intentionally failed to provide Plaintiff and the Class
12 with wage statements accurately displaying the information required by Labor Code § 226(a).

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

21 **SEVENTH CAUSE OF ACTION**

22 **[WAITING TIME PENALTIES]**

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

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

26 62. Labor Code §§ 201 and 202 require that an employer pay all wages due to an
27 employee after said employee is discharged or quits.
28

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

5 64. During the applicable recovery period, Plaintiff and numerous members of the
6 Class have separated from Defendant as a result of being discharged or having voluntarily
7 resigned their employment.

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

15 **EIGHTH CAUSE OF ACTION**

16 **[UNFAIR BUSINESS PRACTICES]**

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

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

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

25 68. Plaintiff and the Class seek full restitution and disgorgement of monies, as
26 necessary and according to proof, to restore any and all monies withheld, acquired and/or
27 converted by Defendant by means of the unfair practices complained of herein.
28

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

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

11 71. Plaintiff and the Class are further entitled to and do seek both a declaration that
12 the above-described business practices are unfair, unlawful and/or fraudulent and injunctive
13 relief restraining Defendant from engaging in any of such business practices in the future. Such
14 misconduct unless and until enjoined and restrained by order of this Court, will cause great and
15 irreparable injury in that Defendant will continue to violate these California laws, represented by
16 labor statutes and the wage orders, unless specifically ordered to comply with same. This
17 expectation of future violations will require current and future employees to repeatedly and
18 continuously seek legal redress in order to gain compensation to which they are entitled under
19 California law. Plaintiff and the Class have no other adequate remedy at law to ensure future
20 compliance with the California labor laws and the Applicable Wage Orders alleged to have been
21 violated herein.

1 **PRAYER FOR RELIEF**

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

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

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

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

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

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

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

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

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

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

19 10. Disgorgement of all gains unjustly gained by Defendant; and

20 11. Any other remedies, whether in law or equity, that the Court deems properly.

21 Dated: July 2, 2020

Respectfully submitted,

22 SHAKOURI LAW FIRM
23 KOUL LAW FIRM

24
25
26 By: 
27 Ashkan Shakouri
28 Nazo Koulloukian
Attorneys for Plaintiff and the Proposed
Class

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2 **DEMAND FOR JURY TRIAL**

3 Plaintiff demands a jury trial on issues triable to a jury.
4

5 Dated: July 2, 2020

Respectfully submitted,

6 SHAKOURI LAW FIRM
7 KOUL LAW FIRM

8
9 By: 
10 Ashkan Shakouri
11 Nazo Koulloukian
12 Attorneys for Plaintiff and the Proposed
13 Class
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