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December 3, 2021

VIA ONLINE INTERNET UPLOAD

Director
Labor and Workforce Development Agency
Attn. PAGA Administrator
800 Capitol Mall, Suite 1022
Sacramento CA 95814

VIA CERTIFIED MAIL

Alliance Health Choice, Inc.
18345 Ventura Blvd. Suite 503
Tarzana, CA 91356

Re: Angela Zoreh Farsad Nezhad v. Alliance Health Choice, Inc.

To Whom It May Concern:

This letter shall serve as notice pursuant to the California Private Attorney General Act (“PAGA”), California Labor Code Section 2699, *et seq.*, regarding Angela Zoreh Farsad Nezhad (aka Angela Farsad), et al. and all Represented Employees (“Plaintiffs”) in connection with a representative action. The purpose of this letter is to exhaust Plaintiffs’ administrative remedies required under the PAGA of California Labor Code §§ 2699, *et seq.*

Accordingly, we are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code §§ 2699, *et seq.*

I. FACTS & NATURE OF THE DISPUTE

This is primarily, though not exclusively, a wage and hour labor dispute. The details of our

client's claims are discussed in the draft complaint for damages attached hereto as Exhibit A, which allegations are incorporated by reference as though set forth herein.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against the abovementioned entity. In summary, Plaintiffs were employees who worked within the four-year period from the date of this letter. During all times relevant, Plaintiff and her fellow aggrieved employees were not permitted to take 30 minute uninterrupted meal breaks, or their 10 minute rest breaks, were not properly recompensed for working overtime, were not provided code compliant paystubs, were not provided paid sick days in accordance with applicable laws, and were likely misclassified as independent contractors. Further investigation and formal discovery will likely uncover other claims and additional facts supporting the liability.

The details of our client's Labor Code § 2699 claims are discussed in the enclosed draft Complaint, which allegations are incorporated by reference and incorporated herein as though set forth herein. Specifically, Plaintiffs seek penalties under Labor Code § 2699, for the following Code provisions against all Defendants and DOE Defendants: Violations of California Labor Code §§ 201, 201.3, 202, 203, 204 and/or 204b, 210, 216, 218, 218.5, 223, 225.5, 226, 226.3, 226.6, 226.7, 246, 246.5, 247, 247.5, 248.5, 432, 510, 512, 558, 970, 1174, 1174.5, 1175, 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, 2804, 2810.3, and 2810.5 via 2698 and 2699.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code §§ 2699, *et seq.* By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of § 2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within the time required by statute regarding whether it intends to investigate the alleged violation. (Labor Code § 2699.3(a)(2)(B).) If the LWDA advises it will not investigate, or if no notice is provided within the time required by statute, the employee may file a lawsuit invoking

Angela Farsad
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the provisions under Labor Code § 2699. (Labor Code §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code § 2699 seeking the remedies for the Labor Code violations referenced in this letter and its enclosure should your office not address these matters within the proscribed time and as permitted by applicable Labor Codes.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Respectfully yours,

Michael Yellin

Michael M. Yellin, Esq.
Azadegan Law Group, APC

EXHIBIT “A”

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Attorneys for Plaintiff,
ANGELA ZOREH FARSAD NEZHAD AND
PAGA PLAINTIFFS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ANGELA ZOREH FARSAD NEZHAD (aka
ANGELA FARSAD), an individual,

Plaintiff,

vs.

ALLIANCE HEALTH CHOICE, INC., A
California Corporation; NADIA GOEL, an
Individual; RAMIN BROUKHIM, an
individual; and DOES 1 through 100,
Inclusive,

Defendants.

CASE NO.

**PLAINTIFF'S COMPLAINT FOR
DAMAGES ALLEGING:**

1. **Failure To Provide Meal And Rest Periods California Labor Code §§ 226.7, 512 And Iwc Wage Orders**
2. **Failure To Provide Paid Sick Leave California Labor Code § 246 Et Seq.**
3. **Failure To Indicate Paid Sick Leave On Paystubs Labor Code 246 Et Seq.**
4. **Failure To Pay Overtime Wages Labor Code §510 Et Seq.**
5. **Failure To Pay Final Wages Labor Code §§ 201, 202, 203**
6. **Failure To Provide Accurate Itemized Wage Statements California Labor Code §§ 226, 1174**
7. **Failure To Pay Wages When Due Labor Code §204**
8. **Misclassification Of Employee As Independent Contractor Labor Code §§ 226.8, 2753**
9. **Unlawful Retaliation Lab. Code § § 1102.5, 98.6 and 98.7 et seq.**
10. **Unfair Business Practices Business And Professions Code §17200 Et Seq.**
11. **Individual And Representative Claim For Paga Penalties And Wages California Labor Code §§ 2698, 2699, Et Seq.**

DEMAND FOR JURY TRIAL

1 **INTRODUCTION**

2 COMES NOW ANGELA ZOREH FARSAD NEZHAD (aka Angela Farsad) (“Plaintiff”),
3 on behalf of herself and acting in the interest of other current and former employees and all others
4 similarly situated aggrieved employees (“PAGA Plaintiffs”), for causes of action against Defendants
5 and each of them, alleges as follows:
6

7 **JURISDICTION AND VENUE**

8 **(Applicable to All Causes of Action)**

9 1. All claims asserted herein arose in Los Angeles County, California and therefore this court
10 has jurisdiction over all Defendants and causes of action since, as alleged below, Defendants
11 inflicted their harm upon Plaintiffs in the County of Los Angeles, State of California.

12 2. Venue is proper in this court insofar as Defendants regularly conduct business in the County
13 of Los Angeles. Venue is further proper in this court insofar as the wrongful acts, injury and
14 transactions occurred in the County of Los Angeles, State of California.

15 **THE PARTIES**

16 **(Applicable to All Causes of Action)**

17 3. Plaintiff, ANGELA FARSAD, is now and, at all times mentioned in this complaint, was an
18 individual residing and working in the County of Los Angeles, State of California.

19 4. Defendant ALLIANCE HEALTH CHOICE, INC., a California corporation, is and at all
20 times herein mentioned was, a California corporation, with its principle place of business located at
21 18345 Ventura Blvd., Suite 503, Tarzana, California 91356, and subject to the laws of California.
22 Defendant is, and at all relevant times was, an employer pursuant to California *Government Code* §
23 12926(d) as well as in accordance with other applicable statutes, including the California Labor
24 Code.

25 5. Defendant NADIA GOEL is now and, at all times mentioned in this complaint, was an
26 individual residing and working in the County of Los Angeles, State of California. Upon
27 information and belief, Defendant Goel is a managing agent of Defendant corporation, and therefor
28 liable to Plaintiff and PAGA Plaintiffs pursuant to Labor Code 558.1 et seq.

1 6. Defendant RAMIN BROUKHIM is now and, at all times mentioned in this complaint, was
2 an individual residing and working in the County of Los Angeles, State of California. Upon
3 information and belief, Defendant Goel is a managing agent of Defendant corporation, and therefor
4 liable to Plaintiff and PAGA Plaintiffs pursuant to Labor Code 558.1 et seq.

5 7. Plaintiff is ignorant of the true names and capacities of Defendants, corporate, individual or
6 otherwise, sued herein as DOES 1 through 100 collectively with Defendants, henceforth collectively
7 referred to as "Defendants."

8 8. Plaintiffs will amend this complaint to allege the true names and capacities of DOES 1
9 through 50 when ascertained. The Plaintiffs is informed and believes and thereon alleges that each
10 of the Defendants designated as DOES 1 through 50 is responsible in some manner for the events
11 and happenings herein referred to and thereby legally caused injuries and damage to Plaintiffs as
12 herein alleged.

13 9. At all times herein relevant, Plaintiffs were employed by Defendants, and each of them,
14 which are employers within the meaning of California Labor Code and Industrial Welfare
15 Commission applicable wage order.

16 10. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned,
17 each of Defendants herein was the agent and employee of each of the remaining Defendants and at
18 all times was acting within the purpose and scope of such agency and employment, and with the
19 permission and consent of his/her/its co-Defendants with knowledge, authorization, permission,
20 consent and/or subsequent ratification and approval of each co-Defendant.

21 11. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned,
22 each Defendant was acting in a supervisory or managerial capacity and in the course and scope of
23 such agency and/or employment with the permission and consent of said co-Defendants and acted
24 with the power to bind Defendants and each of them to the acts of said individuals, said acts having
25 thereafter been ratified by Defendants, and each of them.

26 **NATURE OF THE ACTION**

27 12. This is an unpaid wage and hour individual and representative action brought pursuant to
28 California Code of Civil Procedure § 382 and Labor Code Private 8 Attorney General Act ("PAGA"),

1 §§ 2698, 2699 of the California Labor Code.

2 13. Plaintiffs, on behalf of themselves and PAGA Plaintiffs, bring this action seeking unpaid
3 wages, overtime pay, penalties, restitution, injunctive and other equitable relief, reasonable attorneys'
4 fees, and costs.

5 14. In and about April 2021, Plaintiff Farsad was hired by Defendants, as an "Estetician" to
6 work in Defendants' location located at 18345 Ventura Blvd., unit 104, in Tarzana, California.

7 15. Plaintiff and PAGA Plaintiffs work hours were set by Defendants. Plaintiff's daily tasks
8 were set by Defendants. Plaintiff's work duties were accomplished based on Defendants
9 requirements from which Plaintiff was not permitted to deviate. Plaintiff's rate of pay was set by
10 Defendants, and Defendants, and each one of them, individually and personally paid Plaintiff for
11 her services.

12 16. Throughout Plaintiff's employment, through the date of her termination, Plaintiff was never
13 reprimanded, counseled, nor received any negative performance reviews. In fact, to the contrary,
14 Defendant often time lauded Plaintiff for her work ethic.

15 17. When hired by Defendants, Plaintiff was to be compensated for her work at the rate of \$25.00
16 per hour.

17 18. Plaintiff and PAGA Plaintiffs were required to utilize an electronic "time clock" to track
18 the hours Plaintiff and PAGA Plaintiffs worked for Defendants.

19 19. During the entirety of Plaintiff and PAGA Plaintiffs employment with Defendants, almost
20 every day, Plaintiff and PAGA Plaintiffs worked more than eight hours per work day. However,
21 Defendants would manipulate the time entries in the "time clock" so that Defendants could alter
22 Plaintiff and PAGA Plaintiffs daily work hours, in order to reduce and/or avoid paying overtime
23 compensation.

24 20. During the entirety of Plaintiff and PAGA Plaintiffs employment with Defendants, almost
25 every week, Plaintiff and PAGA Plaintiffs worked more than 40 hours in a work week. However,
26 Defendants would manipulate the time entries in the "time clock" so that Defendants could alter
27 Plaintiff and PAGA Plaintiffs weekly work hours, in order to reduce and/or avoid paying overtime
28 compensation.

1 21. During the entirety of Plaintiff and PAGA Plaintiffs employment with Defendants, almost
2 every day, Plaintiff and PAGA Plaintiffs were not permitted to take their daily 10 minute rest
3 periods. When Plaintiff and PAGA Plaintiffs would attempt to utilize their rest periods, Defendant
4 Nadia Goel and/or Ramin Broukhim would insist Plaintiff and PAGA Plaintiffs return to work
5 because the location was very busy and Plaintiff and PAGA Plaintiffs were needed to perform work
6 duties.

7 22. During the entirety of Plaintiff and PAGA Plaintiffs employment with Defendants, almost
8 every day, Plaintiff and PAGA Plaintiffs were not permitted to take a meal break of at least 30
9 minutes. When Plaintiff and PAGA Plaintiffs would attempt to utilize their meal periods, almost
10 daily, Defendant Nadia Goel and/or Ramin Broukhim would insist Plaintiff and PAGA Plaintiffs
11 return to work before the completion of 30 minutes, or would demand that Plaintiff and PAGA
12 Plaintiffs work through their lunch periods because the location was very busy and Plaintiff and
13 PAGA Plaintiffs were needed to perform work duties.

14 23. In and about the middle of October, 2021, Defendant Goel called Plaintiff via telephone, and
15 began to complain that Plaintiff had left the work location because there was still work to do, despite
16 Plaintiff's already working eight hours that day. In response, Plaintiff complained to Ms. Goel that
17 she was couldn't work any further on that day, because on that day, like other days, she was not
18 given an uninterrupted 30 minute meal break, nor any 10 minute breaks, and that Plaintiff needed
19 to leave and rest. Plaintiff further complained that she was never properly paid for overtime, and
20 therefore, remaining at work past eight hours was not only difficult, but unfair because she would
21 not be properly compensated her overtime hours. In response, during that same phone conversation,
22 Ms. Goel terminated Plaintiff's employment.

23 24. At all times relevant hereto, Defendants failed to keep accurate daily records of Plaintiff and
24 PAGA Plaintiffs hours of work and meal breaks and to maintain such records for at least three (3)
25 years and to provide to each employee with each periodic wage payment a writing setting forth
26 among other things the following: (1) the total hours of work for the pay period; (2) the payment of
27 wages for rest and meal breaks not taken; and (3) the gross and net wages paid, all deduction from
28 those wages.

1 25. At all times relevant hereto, Defendants failed to provide Plaintiff and PAGA Plaintiffs with
2 accurate itemized wage statements, including among other things, the number of hours worked and
3 overtime hours worked in each pay period, as well as incorrectly reporting gross wages earned, and
4 rest and meal wages.

5 26. Despite Defendants obligation otherwise, Defendants did not provide, nor did Plaintiff and
6 PAGA Plaintiffs accrue, any sick time in violation of California's Healthy Workplaces, Healthy
7 Families Act (the "HWHFA")

8 27. Defendants failed to adequately and properly record, on the paystubs Defendants issued to
9 Plaintiff and PAGA Plaintiffs, the accrual of sick time as required by California's Healthy
10 Workplaces, Healthy Families Act (the "HWHFA").

11 28. Defendants have failed, and continue to fail, to pay Plaintiff any additional amounts due for
12 overtime or premium pay for missed meal and/or rest breaks.

13 29. The duties and business activities of the PAGA Plaintiff's were essentially the same as the
14 duties and activities of the Plaintiff described above.

15 30. This is a wage and hour representative action filed pursuant to PAGA, 14 §§ 2698, 2699
16 generally consists of the following represented groups: **All employees currently, and formerly,**
17 **working who have been employed by Defendant ALLIANCE HEALTH CHOICE, INC. in the**
18 **State of California from November 19, 2017 to the present who are entitled to PAGA penalties**
19 **and related remedies under the California Labor Code.**

20 31. All members of the represented groups will be referred to as "PAGA PLAINTIFFS." The
21 "PAGA Period" means from November 19, 2017 to the present, the timeframe where the scope of
22 statute allows Plaintiffs to recover wages and penalties.

23 32. At all times during the PAGA Period, all of the PAGA Plaintiffs were employed in the same
24 or similar job as Plaintiff and were paid in the same manner and under the same standard
25 employment procedures and practices as the Plaintiff.

26 33. Plaintiff further alleges they, and on information and belief, PAGA Plaintiffs, did not receive
27 all wages during or due at the time their employment ended with the culpable Defendants identified
28 in this Complaint.

1 34. On information and belief, current and former employees of Defendant as described herein
2 were subject to wage and hour violations by Defendants, including failing to pay all wages due,
3 including all overtime and premium wages and paid sick leave.

4 35. California law provides that an employee may file an action against an employer for
5 penalties in connection with violations of the Labor Code and Wage Orders provided the aggrieved
6 employee files an action on behalf of him or herself and similarly-situated current and former
7 employees.

8 36. At all material times, Defendants were and/or are PAGA Plaintiffs employer(s) or persons
9 acting on behalf of PAGA Plaintiffs employer, within the meaning of California Labor Code § 558,
10 who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code
11 or any provision regulating hours and days of work in any Order of the Industrial Welfare
12 Commission and, as such, are subject to penalties for each underpaid employee as set forth in Labor
13 Code § 558.

14 37. As set forth in further detail below, as a result of the analysis and investigation of the
15 Plaintiffs' claims, Plaintiffs' attorneys sent correspondence to the California Labor and Workforce
16 Development Agency (hereinafter "LWDA") and to Defendants informing Defendants of the claims
17 asserted in this Complaint and their intent to pursue litigation.

18 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

19 38. As to penalty claims under the Labor Code Private Attorney General Act, on
20 _____, Plaintiffs exhausted his/her administrative remedies by sending
21 correspondence to the LWDA and Defendants indicating that Plaintiffs are pursuing the claims
22 alleged in this Complaint.

23 39. More than 65-days have expired from the date of the letter(s) mentioned herein above. The
24 LWDA did not serve Plaintiffs with notice of its intent to assume jurisdiction over the applicable
25 penalty claims and did not provide notice as set forth in Labor Code § 2699.3 (a)(2)(A) within the
26 65-day statutory period.

27 40. Therefore, Plaintiffs have exhausted Plaintiffs' administrative remedies to enable Plaintiffs
28 to seek the penalty claims sought in this Complaint.

1 41. The Causes of Action alleged herein are appropriately suited for a Representative Action
2 under PAGA (Labor Code § 2698, et seq.) because: 1) This action involves allegations of violations
3 of provisions of the California Labor Code that provide for a civil penalty to be assessed and
4 collected by the LWDA or any departments, divisions, commissions, boards, agencies or employees;
5 2) Plaintiffs are “aggrieved employees” because Plaintiffs were employed by the violator and had
6 one or more of the violations committed against them; and 3) Plaintiffs have satisfied the procedural
7 requirements of Labor Code § 2699.3, as set forth above.

8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO PROVIDE MEAL AND REST PERIODS**

10 **CALIFORNIA LABOR CODE §§ 226.7, 512 and IWC WAGE ORDERS**

11 **(Plaintiff and PAGA Plaintiffs Against All Defendants)**

12 42. Plaintiff incorporates and re-alleges by reference all previous paragraphs, and each and every
13 part thereof, of this Complaint, with the same force and effect as though set forth at length herein.

14 43. California Labor Code §§ 226.7 provides: (b) An employer shall not require an employee to
15 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
16 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
17 Safety and Health Standards Board, or the Division of Occupational Safety and Health (b) If an
18 employer fails to provide an employee a meal or rest or recovery period in accordance with a state
19 law, including, but not limited to, an applicable statute or applicable regulation, standard, or order
20 of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the
21 Division of Occupational Safety and Health, the employer shall pay the employee one additional
22 hour of pay at the employee's regular rate of compensation for each workday that the meal or rest
23 or recovery period is not provided.

24 44. Moreover, California Labor Code § 512 provides: An employer may not employ an
25 employee for a work period of more than five hours per day without providing the employee with a
26 meal period of not less than 30 minutes, except that if the total work period per day of the employee
27 is no more than six hours, the meal period may be waived by mutual consent of both the employer
28 and employee. An employer may not employ an employee for a work period of more than 10 hours

1 per day without providing the employee with a second meal period of not less than 30 minutes,
2 except that if the total hours worked is no more than 12 hours, the second meal period may be waived
3 by mutual consent of the employer and the employee only if the first meal period was not waived.

4 45. Orders of the Industrial Welfare Commission applies to Plaintiff and PAGA Plaintiffs'
5 employment and mandates that employers provide all applicable meal and/or rest periods to non-
6 exempt employees.

7 46. By failing to consistently provide uninterrupted and unrestricted meal periods and to provide
8 uninterrupted rest periods to its non-exempt personnel, Defendant violated California Labor Code
9 §§ 226.7 and/or 512, and portions of the applicable IWC Wage Order.

10 47. By failing to pay Plaintiff and PAGA Plaintiffs penalties in accordance with the California
11 Labor Code and applicable wage order, Defendants, and each of them, have violated the
12 aforementioned Labor Codes and wage order.

13 48. As a proximate result of Defendant's violations of the aforementioned Labor Codes and
14 wage order Plaintiff and PAGA Plaintiffs are entitled to penalties of two hours of pay for each day
15 they were not provided a break and meal time.

16 49. Plaintiff and PAGA Plaintiffs further demands reasonable attorneys' fees and costs for
17 enforcing this action in an amount not yet ascertained.

18 50. Plaintiff and PAGA Plaintiffs have been deprived of their rightfully earned compensation
19 for meal and rest breaks as a direct and proximate result of Defendants' failure and refusal to pay
20 said compensation.

21 51. Plaintiff and PAGA Plaintiffs further demands reasonable attorneys' fees and costs for
22 enforcing this action in an amount not yet ascertained.

23 52. Additionally, pursuant to Labor Code § 2699, Plaintiffs and PAGA Plaintiffs seek to recover
24 from Defendants, penalties, attorneys' fees, and costs.

25 **SECOND CAUSE OF ACTION**

26 **FAILURE TO PROVIDE PAID SICK LEAVE**

27 **CALIFORNIA LABOR CODE § 246 et seq.**

28 **(Plaintiff and PAGA Plaintiffs Against All Defendants)**

1 53. Plaintiff and PAGA Plaintiffs incorporates and re-alleges by reference all paragraphs, and
2 each and every part thereof, of this Complaint, with the same force and effect as though set forth at
3 length herein.

4 54. Plaintiffs allege that labor code section 246(a) requires that “an employee who, on or after
5 July 1, 2015, works in California for the same employer for 30 or more days within a year from
6 the commencement of employment is entitled to paid sick days as specified in this section.” Labor
7 Code section 246(b)(1) provides, in pertinent part, that “an employee shall accrue paid sick days at
8 the rate of not less than one hour per every 30 hours worked, beginning at the commencement of
9 employment or the operative date of this article, whichever is later.

10 55. However, Plaintiffs and PAGA Plaintiffs were not provided paid sick days for all hours
11 suffered or permitted to work in violation of the paid sick leave provision of California Labor
12 Code section 246 et seq.

13 56. Plaintiff and PAGA Plaintiffs further demands reasonable attorneys’ fees and costs for
14 enforcing this action in an amount not yet ascertained.

15 57. Additionally, pursuant to Labor Code § 2699, Plaintiffs and PAGA Plaintiffs seek to recover
16 from Defendants, penalties, attorneys’ fees, and costs.

17 **THIRD CAUSE OF ACTION**

18 **FAILURE TO INDICATE PAID SICK LEAVE ON PAYSTUBS**

19 **LABOR CODE 246 ET SEQ.**

20 **(Plaintiff and PAGA Plaintiffs Against All Defendants)**

21 58. Pursuant to California Labor Code section 246, every employer shall provide an employee
22 with written notice that sets forth the amount of paid sick leave available, or paid time off leave an
23 employer provides in lieu of sick leave, either the employee's itemized wage statement described
24 in Labor Code section 246 or in a separate writing provided on the designated pay date with the
25 employee's payment of wages. If an employer provides unlimited paid sick leave or unlimited paid
26 time off to an employee, the employer may satisfy this section by indicating on the notice or the
27 employee's itemized wage statement “unlimited.”
28

1 25. However, such information was not listed on Plaintiff and/or PAGA Plaintiffs paystubs nor in
2 a separate writing given to them on their pay days, or ever. Upon information and belief,
3 Defendants knowingly and intentionally failed to provide such written notice in violation of Labor
4 Code section 246.

5 59. Plaintiff and PAGA Plaintiffs further demands reasonable attorneys' fees and costs for
6 enforcing this action in an amount not yet ascertained.

7 60. Additionally, pursuant to Labor Code § 2699, Plaintiffs and PAGA Plaintiffs seek to recover
8 from Defendants, penalties, attorneys' fees, and costs.

9 **FOURTH CAUSE OF ACTION**

10 **FAILURE TO PAY OVERTIME WAGES**

11 **LABOR CODE §510 ET SEQ.**

12 **(Plaintiff and PAGA Plaintiffs Against All Defendants)**

13 61. Plaintiff and PAGA Plaintiffs incorporates and re-alleges by reference all paragraphs, and
14 each and every part thereof, of this Complaint, with the same force and effect as though set forth at
15 length herein.

16 62. At all relevant times hereto, Defendants were aware of and under a duty to comply with all
17 California Labor Codes.

18 63. Pursuant to California Labor Code §1194(a): "Notwithstanding any agreement to work for
19 a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
20 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
21 of the full amount of this minimum wage or overtime compensation, including interest thereon,
22 reasonable attorney's fees, and costs of suit."

23 64. At all times relevant, Plaintiff was a non-exempt employee and was entitled to receive
24 overtime pay.

25 65. Plaintiff and PAGA Plaintiffs on a regular basis worked in excess of 9 hours per day and 45
26 hours per week for which he was not paid overtime.

27 66. By failing to pay Plaintiff and PAGA Plaintiffs overtime wages earned, Defendants have
28 violated the aforementioned Labor Codes.

67. As a proximate result of Defendant's violations of the aforementioned Labor Codes Plaintiff and PAGA Plaintiffs is entitled to unpaid overtime wages, interest, and penalties in an amount to be proven.

68. Plaintiff and PAGA Plaintiffs further demands reasonable attorneys' fees and costs for enforcing this action in an amount not yet ascertained.

69. Additionally, pursuant to Labor Code § 2699, Plaintiffs and PAGA Plaintiffs seek to recover from Defendants, penalties, attorneys' fees, and costs.

FIFTH CAUSE OF ACTION

FAILURE TO PAY FINAL WAGES

LABOR CODE §§ 201, 202, 203

(Plaintiff and PAGA Plaintiffs Against All Defendants)

70. Plaintiff and PAGA Plaintiffs incorporates and re-alleges by reference all paragraphs, and each and every part thereof, of this Complaint, with the same force and effect as though set forth at length herein.

71. California Labor Code §201 and §202 require Defendants to pay their employees all wages due immediately upon discharge. Cal. Labor Code §203 requires Defendants to pay each former employee described above a penalty of 30 days' wages, or wages for such lesser number of days as exist between the date such employee's job was terminated by employer or by the employees with 72 hours notice, or 72 hours after termination if initiated by the employee without notice. The California Labor Code also requires full payment of all unpaid regular, overtime, and commission wages owing at time of termination or commencement of an action thereon.

72. Labor Code § 203 provides, in pertinent part: "If an employer willfully fails to pay, without abatement or reduction, ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. ..." Pursuant to Labor Code §§ 218.5 and 218.6, an action may be brought for the nonpayment of wages.

73. Defendants did not provide Plaintiff and PAGA Plaintiffs their final paycheck which included outstanding overtime pay and/or break and meal break pay or penalties.

1 74. By failing to pay Plaintiff and PAGA Plaintiffs their final paycheck for wages earned,
2 Defendants, and each of them, have violated the aforementioned Labor Codes.

3 75. As a proximate result of Defendant's violations of the aforementioned Labor Codes Plaintiff
4 and PAGA Plaintiffs is entitled to waiting time penalties.

5 76. Plaintiff and PAGA Plaintiffs further demand reasonable attorneys' fees and costs for
6 enforcing this action in an amount not yet ascertained.

7 **SIXTH CAUSE OF ACTION**

8 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

9 **CALIFORNIA LABOR CODE §§ 226, 1174**

10 **(Plaintiff and PAGA Plaintiffs Against All Defendants)**

11 77. Plaintiff and PAGA Plaintiffs incorporates and re-alleges by reference all paragraphs, and
12 each and every part thereof, of this Complaint, with the same force and effect as though set forth at
13 length herein.

14 78. California Labor Code §226(a) provides: "An employer, semimonthly or at the time of each
15 payment of wages, shall furnish to her or her employee, either as a detachable part of the check,
16 draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or
17 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
18 worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units
19 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
20 provided that all deductions made on written orders of the employee may be aggregated and shown
21 as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
22 paid, (7) the name of the employee and only the last four digits of her or her social security number
23 or an employee identification number other than a social security number, (8) the name and address
24 of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in
25 subdivision (b) of Section 1682, the name and address of the legal entity that secured the services
26 of the employer, and (9) all applicable hourly rates in effect during the pay period and the
27 corresponding number of hours worked at each hourly rate by the employee and, beginning July 1,
28 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay

1 and the total hours worked for each temporary services assignment. The deductions made from
2 payment of wages shall be recorded in ink or other indelible form, properly dated, showing the
3 month, day, and year, and a copy of the statement and the record of the deductions shall be kept on
4 file by the employer for at least three years at the place of employment or at a central location within
5 the State of California. For purposes of this subdivision, “copy” includes a duplicate of the itemized
6 statement provided to an employee or a computer-generated record that accurately shows all of the
7 information required by this subdivision."

8 79. Further Cal. Labor Code §226(e)(1) provides: “(1) An employee suffering injury as a result
9 of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to
10 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
11 violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent
12 pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to
13 an award of costs and reasonable attorney's fees."

14 80. Further Cal. Labor Code §226(2)(A) provides: “An employee is deemed to suffer injury for
15 purposes of this subdivision if the employer fails to provide a wage statement."

16 81. At all times relevant hereto, Defendants failed to provide Plaintiff and PAGA Plaintiffs with
17 timely, accurate and complete itemized wage statements, reflecting total number of hours worked,
18 actual gross wages earned, net wages earned, or the appropriate deductions. As a result, Plaintiff
19 and PAGA Plaintiffs has suffered various forms of “injury” due to this unlawful conduct, including
20 but not limited to, her lost use of the wage compensation due, being forced to bring this action to
21 redress these violations and/or being forced to restate earnings for prior years and/or incur time and
22 costs in so doing.

23 82. Cal. Labor Code §1174 requires Defendants to maintain and preserve, in centralized
24 location, among other items, records showing the names and addresses of all employees employed,
25 payroll records showing the hours worked daily by and the wages paid to its employees. Defendants
26 have knowingly and intentionally failed to comply with Cal. Labor Code §1174. Defendants’ failure
27 to comply with Cal. Labor Code §1174 is unlawful pursuant to Cal. Labor Code §1175. By their
28 failure to accurately report Plaintiff and PAGA Plaintiffs’s hourly, overtime, and commission wages

1 earned for the hours worked, Defendants knowingly and intentionally failed to comply with Cal.
2 Labor Code §1174. Defendants' failure to comply with Cal. Labor Code §1174 is unlawful pursuant
3 to Cal. Labor Code §1175.

4 83. Furthermore, the applicable Wage Order requires Defendants to maintain time records
5 showing, including but not limited to, when the employee begins and ends each work period, rest
6 periods, and total daily hours worked in itemized wage statements, and must show the gross and net
7 wages paid, all deductions from payment of wages, and accurately report total hours worked by
8 Plaintiff and PAGA Plaintiffs. By their failure to accurately report the hourly, overtime, rest and
9 meal break premium, and commission wages owing to Plaintiff and PAGA Plaintiffs, Defendants
10 have failed to comply with the Wage Order.

11 84. Defendants knowingly and intentionally failed to provide Plaintiff and PAGA Plaintiffs with
12 accurate itemized wage statements showing the number of all hours worked, and not including
13 overtime hours in each pay period, as well as incorrectly reporting gross wages and not paying rest
14 break period wages and failing to pay commissions.

15 85. As a direct result of the aforementioned violations, Plaintiff and PAGA Plaintiffs demands
16 penalties under Cal. Labor Code Section 226 for failure to provide itemized wage statements in the
17 amount of \$4,000.00 and reasonable attorney's fees.

18 86. Plaintiff and PAGA Plaintiffs further demands reasonable attorneys' fees and costs for
19 enforcing this action in an amount not yet ascertained.

20 **SEVENTH CAUSE OF ACTION FOR**
21 **FAILURE TO PAY WAGES WHEN DUE**
22 **LABOR CODE §204**
23 **(AGAINST ALL DEFENDANTS)**

24 87. Plaintiff and PAGA Plaintiffs incorporates and re-alleges by reference all paragraphs, and
25 each and every part thereof, of this Complaint, with the same force and effect as though set forth at
26 length herein.

27 88. California Labor Code § 204 provides, in part: Labor performed between the 1st and 15th
28 days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the

1 month during which the labor was performed, and labor performed between the 16th and the last
2 day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
3 month.

4 89. California Labor Code § 510 provides, in part: Any work in excess of eight hours in one
5 workday and any work in excess of 40 hours in any one workweek and the first eight hours worked
6 on the seventh day or work in any one workweek shall be compensated at the rate of no less than
7 one and one-half times the regular rate of pay for an employee....

8 90. During the time that Plaintiff and PAGA Plaintiffs was employed by Defendants, Plaintiff
9 and PAGA Plaintiffs routinely worked in excess of eight hours per day and 40 hours per work week.

10 91. By failing to pay Plaintiff and PAGA Plaintiffs overtime wages and commissions earned
11 when due, Defendants, and each of them, have violated the aforementioned Labor Codes.

12 92. As a proximate result of Defendant's violations of the aforementioned Labor Codes Plaintiff
13 and PAGA Plaintiffs is entitled to unpaid overtime wages, interest, and penalties in an amount to be
14 proven.

15 93. Plaintiff and PAGA Plaintiffs further demands reasonable attorneys' fees and costs for
16 enforcing this action in an amount not yet ascertained.

17 **EIGHTH CAUSE OF ACTION**

18 **MISCLASSIFICATION OF EMPLOYEE AS INDEPENDENT CONTRACTOR**

19 **LABOR CODE §§ 226.8, 2753**

20 **(Plaintiff and PAGA Plaintiffs Against All Defendants)**

21 94. Plaintiff and PAGA Plaintiffs incorporates and re-alleges by reference all paragraphs, and
22 each and every part thereof, of this Complaint, with the same force and effect as though set forth at
23 length herein.

24 95. Plaintiff and PAGA Plaintiffs was not free from the control of the Defendants in the
25 performance of their work duties, nor were the work duties outside the usual course of the
26 Defendants' business endeavors nor was Plaintiff and PAGA Plaintiffs engaged in a separate,
27 independent business when they were performing services for Defendants. In addition, no
28

1 exemptions as delineated by Labor Code 2775 et seq. are applicable to Plaintiff and PAGA
2 Plaintiffs's employment or Defendants' business.

3 96. Based upon the facts set forth above, Plaintiff and PAGA Plaintiffs were, as defined by
4 California Unemployment Insurance Code §621(b), an employee of Defendants, and each of them,
5 and not an independent contractor, during the period of Plaintiff and PAGA Plaintiffs's employment
6 with Defendants. However, Defendants purposefully misclassified Plaintiff and PAGA Plaintiffs as
7 an "independent contractor" because, by so doing, Defendants lowered their cost of doing business
8 by means of, but not limited to, the following:

9 97. Based upon the facts set forth above, Plaintiff and PAGA Plaintiffs was, as defined by
10 applicable Wage Orders, Cal. Code of Regs., title 8, sec, 11050, employees of Defendants, and each
11 of them, and not an independent contractor, during the period of Plaintiff and PAGA Plaintiffs'
12 employment with Defendants. However, Defendants purposefully misclassified Plaintiff and PAGA
13 Plaintiffs as an "independent contractor" because, by so doing, Defendants lowered their cost of
14 doing business by means of, but not limited to, the following:

15 98. Based upon the facts set forth above, Plaintiff and PAGA Plaintiffs were employees of
16 Defendants, however, Defendants purposefully misclassified Plaintiff and PAGA Plaintiffs as
17 "independent contractors" because, by so doing, Defendants lowered their cost of doing business by
18 means of, but not limited to, the following:

19 99. Defendants did not pay Plaintiff and PAGA Plaintiffs the required overtime compensation
20 to which they were entitled;

21 100. Defendants did not report or pay for the employer's share of federal and/or state payroll taxes
22 with respect to all funds paid to Plaintiff and PAGA Plaintiffs, as required by federal and state law;

23 101. Defendants did not provide or pay for Workers' Compensation insurance for Plaintiff and
24 PAGA Plaintiffs at all relevant times;

25 102. Defendants did not provide or pay for State Disability insurance for Plaintiff and PAGA
26 Plaintiffs at all relevant times; and

27 103. Defendants did not provide or pay for Unemployment insurance for Plaintiff and PAGA
28 Plaintiffs at all relevant times.

1 104. Defendants violated several statutes related to their misclassification of Plaintiff and PAGA
2 Plaintiffs as independent contractors including, but not limited to, Internal Revenue Code §§ 3101,
3 3102, and 3402; Cal. Un. Ins. Code § 675, 976, 986, and 13021; and Cal. Rev. and Tax Code §
4 18663.

5 105. As a direct and proximate result of the aforementioned violations of Federal and California
6 law committed by Defendants, Plaintiff and PAGA Plaintiffs have suffered, and continue to suffer,
7 substantial losses relating to the loss of the employer's share of payroll taxes, the use and enjoyment
8 of employees' benefits such as minimum hourly wages, overtime compensation, meal and rest
9 breaks, workers' compensation, unemployment benefits, state disability benefits, and expenses and
10 attorneys' fees in seeking to compel Defendants to fully perform their obligation under state law, in
11 an amount of not less than \$25,000.00.

12 106. Defendants' failure to classify Plaintiff and PAGA Plaintiffs as employees, in violation of
13 Federal and California law, was knowing and intentional. Defendants have refused to classify
14 Plaintiff and PAGA Plaintiffs as employees for false and fraudulent reasons. The decision to
15 misclassify Plaintiff and PAGA Plaintiffs as an "independent contractor" was made, maintained,
16 and enforced by Defendants, and was done willfully, maliciously, oppressively, and fraudulently,
17 with the wrongful and deliberate intention of injuring Plaintiff and PAGA Plaintiffs, and with a
18 conscious disregard for Plaintiff and PAGA Plaintiffs's rights and Defendants' obligations under
19 California laws, all of which has deprived Plaintiff and PAGA Plaintiffs of her property and legal
20 rights. Therefore, in addition to all other types of relief requested herein, Plaintiff and PAGA
21 Plaintiffs is entitled to recover punitive and exemplary damages in an amount specified in the
22 Statement of Damage.

23 107. All actions of Defendants, their employees, and agents, and each of them as herein alleged,
24 were known, ratified and approved by the officers or managing agents of Defendants. Therefore,
25 Plaintiff and PAGA Plaintiffs is entitled to punitive or exemplary damages against the Defendants
26 in an amount to be determined.

27 108. Plaintiff and PAGA Plaintiffs is entitled to costs of suit and attorneys' fees pursuant to
28 Federal and California Law, including, without limitation, Code of Civil Procedure § 1021.5.

1 Enforcement of statutory provisions enacted to protect employees and ensure provision of employee
2 benefits due employees is of fundamental public interest in California. Plaintiff and PAGA
3 Plaintiffs's success in this action will result in the enforcement of important rights affecting the
4 public interest and will confer a significant benefit to the public.

5 **NINTH CAUSE OF ACTION**

6 **UNLAWFUL RETALIATION**

7 **Lab. Code § § 1102.5, 98.6 and 98.7 et seq.**

8 **(Plaintiff Farsad Against Alliance Health Choice, Inc.)**

9 109. Plaintiff incorporates and re-alleges by reference all paragraphs, and each and every part
10 thereof, of this Complaint, with the same force and effect as though set forth at length herein.

11 110. Lab. Code § 1102.5(b) provides, in pertinent part, “[a]n employer, or any person acting on
12 behalf of the employer, shall not retaliate against an employee for disclosing information, or because
13 the employer believes that the employee disclosed or may disclose information, to a government or
14 law enforcement agency, to a person with authority over the employee or another employee who has
15 the authority to investigate, discover, or correct the violation or noncompliance, . . . if the employee
16 has reasonable cause to believe that the information discloses a violation of state or federal statute,
17 or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of
18 whether disclosing the information is part of the employee's job duties.” This statute reflects the
19 broad public policy interest in encouraging workplace whistleblowers to report unlawful acts without
20 fearing retaliation.

21 111. Labor Code § 98.6(a) prohibits an employer from discharging or discriminating against an
22 employee for political activities; for complaining that he or she is owed unpaid wages, for
23 whistleblowing; for assigning wage claims to the Labor Commissioner resulting from demotion,
24 suspension, or discharge for lawful conduct occurring during nonworking hours away from
25 employer's premises; for filing a complaint with the Labor Commissioner or testifying in such
26 proceedings; for initiating proceedings against the employer to collect civil penalties under the “Labor
27 Code Private Attorneys General Act,” and for exercising “any rights afforded him or her” under the
28 Labor Code. Thus, Section 98.6 prohibits an employer from discharging or in any manner

1 discriminating or retaliating against an employee who, among other things, has exercised his or her
2 rights under that Chapter (Chapter 5 of the Labor Code, which encompasses § 1102.5), including the
3 right to take meal breaks, and/or made a written or oral complaint that he or she is owed unpaid
4 wages. An employee who has been discharged or retaliated against in violation of Labor Code §
5 98.6 is entitled to recovery of a civil penalty against the employer in an amount not exceeding ten
6 thousand dollars (\$10,000.00) for each violation of that section.

7 112. Defendants terminated Plaintiff's employment immediately after Plaintiff complained to
8 Defendant Goel that she was not being paid overtime correctly, was not being provided her legally
9 mandated 10 minute rest breaks, as well as Defendants not permitting Plaintiff to utilize her 30 minute
10 uninterrupted meal break.

11 113. Defendants subjected Plaintiff to the foregoing adverse employment actions in retaliation for
12 engaging in protected activities.

13 114. As a proximate result of the acts of Defendants, as described above, Plaintiff suffered
14 economic damages, including lost wages and benefits, and other compensatory damages in an amount
15 to be ascertained at the time of trial.

16 115. As a further proximate result of the aforementioned acts of Defendants, and each of them, as
17 described above, Plaintiff has suffered humiliation, mental anguish, and emotional and physical
18 distress, and has been injured in body and mind all to Plaintiff's damage in an amount to be ascertained
19 at the time of trial.

20 116. As a further proximate result of the acts of Defendants, and each of them, as described above,
21 Plaintiff will necessarily continue to expend sums in the future for the treatment of the physical,
22 emotional and mental injuries sustained by Plaintiff as a result of said Defendants' acts in an amount
23 to be ascertained at the time of trial.

24 117. As a direct and proximate result of the above-described acts of Defendants, Plaintiff has
25 necessarily incurred attorney's fees and costs.

26 118. Plaintiff is entitled to punitive damages under this cause of action, because Defendants
27 engaged in malice, fraud or oppression, as defined by Cal. *Civil Code* § 3294, in violating California's
28 FEHA. Further, the Defendants knew of and approved or ratified the wrongful conduct, and/or the

1 wrongful conduct was performed by a managing agent of the Defendants. The Defendants thereby
2 bear liability under Cal. *Civil Code* § 3294(b).

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4 **TENTH CAUSE OF ACTION**

5 **UNFAIR BUSINESS PRACTICES**

6 **BUSINESS AND PROFESSIONS CODE §17200 ET SEQ.**

7 **(Plaintiff Farsad Against Alliance Health Choice, Inc.)**

8 119. Plaintiff incorporates and re-alleges by reference all previous paragraphs, and each and every
9 part thereof, of this Complaint, with the same force and effect as though set forth at length herein.

10 120. By violating the foregoing statutes and regulations, Defendants' fraudulent and deceptive
11 practices as alleged also constitute an on-going and continuous unfair business practice within the
12 meaning of Cal. Business & Professions Code §17200 et seq. Such practices include, but are not
13 limited to, failure to pay overtime wages and wages due upon termination, and failing to provide
14 meal and rest breaks and/or pay premium pay in accordance with the California Labor Code.
15 Moreover, Cal. Labor Code §226(a) requires Defendants to itemize in wage statements all
16 deductions from payment of wages and to accurately report total hours worked by Plaintiff.
17 Defendants have knowingly and intentionally failed to comply with Cal. Labor Code §226(a) on
18 each and every wage statement that should reflect all of the hours worked by Plaintiff and should
19 have been provided to Plaintiff.

20 121. Cal. Labor Code §1174 requires Defendants to maintain and preserve, in a centralized
21 location, among other items, records showing the names and addresses of all employees employed,
22 payroll records showing the hours worked daily by and the wages paid to its employees. Defendants
23 have knowingly and intentionally failed to comply with Cal. Labor Code §1174. Defendants', and
24 each of them, failure to comply with Cal. Labor Code §1174 is unlawful pursuant to Cal. Labor
25 Code §1175. By their failure to accurately report Plaintiff's hourly and overtime wages earned for
26 the hours worked, Defendants knowingly and intentionally failed to comply with Cal. Labor Code
27 §1174. Defendants', and each of them, failure to comply with Cal. Labor Code §1174 is unlawful
28 pursuant to Cal. Labor Code §1175.

1 122. Defendants' fraudulent and deceptive practices as alleged above constitute ongoing and
2 continuous unfair business practices within the meaning of Business and Professions Code §§17200
3 et seq. Such practices include, but are not limited to, failure to pay overtime wages due employees
4 and wages due upon termination of employment. Therefore, Defendants have under-reported to
5 federal and state authorities wages earned by Plaintiff and others similarly situated. In other words,
6 Defendants have underpaid state and federal taxes, employer matching funds, unemployment
7 premiums, Social Security, Medicare, and Workers' Compensation premiums. Members of the
8 public have been in the past and will likely be deceived by these practices in the future.

9 123. Defendants' violation of the foregoing statutes and regulations constitutes a business
10 practice because it was done repeatedly over a significant period of time and in a systemic manner
11 to the detriment of Plaintiff.

12 124. Each Defendant's acts and omissions described above violate the Cal. Labor Codes.

13 125. Each Defendant's conduct as described herein constitutes unlawful business practices within
14 the meaning of the Business & Professions Code §§17200 et seq.

15 126. As a consequence of Defendants' unfair business practices, Plaintiff has suffered damages
16 and request damages and/or restitution of all monies and profits to be disgorged from Defendants in
17 an amount of not less than \$25,000.00.

18 **ELEVENTH CAUSE OF ACTION**

19 **INDIVIDUAL AND REPRESENTATIVE CLAIM FOR PAGA PENALTIES AND WAGES**

20 **CALIFORNIA LABOR CODE §§ 2698, 2699, ET SEQ.**

21 **(Plaintiff and PAGA Plaintiffs Against All Defendants)**

22 127. Plaintiff and PAGA Plaintiffs incorporates and re-alleges by reference all paragraphs, and
23 each and every part thereof, of this Complaint, with the same force and effect as though set forth at
24 length herein.

25 128. Pursuant to law, Plaintiffs provided written notices to the LWDA and Defendants of the
26 specific violations of the California Labor Code Defendants have violated and continue to violate.

27 129. Pursuant to Labor Code § 2699.3, no response was received from the LWDA within 65 days
28 of the postmark date of the above-alleged letter.

1 130. Plaintiffs therefore will have exhausted all administrative procedures required of them under
2 Labor Code §§ 2698, 2699, and 2699.3, and, as a result, are justified as a matter of right in bringing
3 forward this cause of action and are entitled to pursue penalties in a representative action for
4 Defendants' violations of the Labor Code.

5 131. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a civil
6 penalty to be assessed and collected by the LWDA or any of its departments, divisions,
7 commissions, boards, agencies or employees for violation of the code may, as an alternative, be
8 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself
9 and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

10 132. Plaintiffs are "aggrieved employees" because Plaintiffs were employed by the alleged
11 violator and had one or more of the alleged violations committed against Plaintiffs, and therefore is
12 properly suited to represent the interests of other current and former Represented Employees.

13 133. Because of the acts alleged above, Plaintiffs, on behalf of themselves and others, seek
14 penalties under Labor Code §§ 2698 and 2699 because of Defendants' violation of the provisions
15 of the California Labor Code as alleged in this Complaint.

16 134. Labor Code § 2699, *et seq.* imposes upon culpable Defendants penalties for violating the
17 Labor Code.

18 135. Labor Code § 558 establishes a civil penalty as follows: Any employer or other person acting
19 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
20 provision regulating hours and days of work in any order of the Industrial Welfare Commission
21 (including the "Hours and Days of Work" section of the Wage Order) shall be subject to a civil
22 penalty of (1) for any initial violation, fifty dollars (\$50) for each underpaid employee for each pay
23 period for which the employee was underpaid in addition to an amount sufficient to recover
24 underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
25 employee for each pay period for which the employee was underpaid in addition to an amount
26 sufficient to recover underpaid wages; and (3) wages recovered pursuant to this section shall be paid
27 to the affected employee.

28 136. Plaintiffs seek penalties for Defendants' misconduct as alleged herein as permitted by law.

1 137. Specifically, Plaintiffs seek penalties under Labor Code § 2699, for the following: Violations
2 of California Labor Code §§ 201, 201.3, 202, 203, 204 and/or 204b, 210, 216, 218, 218.5, 223,
3 225.5, 226, 226.3, 226.6, 226.7, 246, 246.5, 247, 247.5, 248.5, 432, 510, 512, 558, 970, 1174,
4 1174.5, 1175, 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, 2804, 2810.3, and 2810.5 via 2698
5 and 2699.

6 138. Pursuant to Labor Code § 2698, *et seq.*, Plaintiffs seek to recover attorneys' fees, costs, civil
7 penalties, and wages on behalf of Plaintiffs and other current and former Represented Employees as
8 alleged herein in an amount to be shown according to proof at trial and within the jurisdictional
9 limits of this Court.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff and PAGA Plaintiffs prays as follows:

12 **AS TO ALL CAUSES OF ACTION**

- 13 1. For damages in an amount to be proven, including lost wages and overtime wages, general
14 and compensatory damages and penalties in an amount in excess of the minimum
15 jurisdictional limits of this court;
16 2. For attorney fees as authorized by law;
17 3. For costs of suit incurred;
18 4. For prejudgment interest;
19 5. For such other and further relief as this court may deem just and proper.
20 6. Damages in an amount of not less than \$25,000.00

21 **DEMAND FOR JURY TRIAL**

22 Plaintiff hereby demands trial by jury in this action of all claims asserted against all
23 Defendants as permitted by law.
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DATED: _____

AZADEGAN LAW GROUP, APC.

By: _____
RAMIN AZADEGAN, ESQ.
MICHAEL M. YELLIN, ESQ.
Attorneys for Plaintiff,
ANGELA ZOREH FARSAD NEZHAD AND
PAGA PLAINTIFFS

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