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Case #25CV474037
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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

SUPERIOR COURT OF SANTA CLARA COUNTY

SYNORA COLE, on behalf of herself and
all others similarly situated

Plaintiffs,

v.

EASTBAY STAFFING LLC; CLIFFORD
WILLIAM; and DOES 1-20, inclusive

Defendants.

Case No: 25CV474037

**FIRST-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 REIMBURSE FOR BUSINESS-RELATED EXPENDITURES
7. FAILURE TO FURNISH WAGE STATEMENTS
8. WAITING TIME PENALTIES
9. UNFAIR BUSINESS PRACTICES
10. PAGA VIOLATIONS

[AMOUNT DEMANDED EXCEEDS
\$25,000.00]

1 Plaintiff Synora Cole (“Plaintiff”), individually, on behalf of herself and all others
2 similarly situated, as defined below, hereby alleges the following facts and claims against
3 Eastbay Staffing LLC, a California corporation; Clifford William, an individual; and DOES 1-
4 20 (collectively, “Defendants”), and respectfully requests a trial by jury of all issues and causes
5 of action so triable.

6 **INTRODUCTION**

7 1. This class action complaint challenges Defendants’ past and ongoing unlawful
8 practices on behalf of Plaintiff and other similarly situated former and current workers of
9 Defendants, whose rights they violated and continue to violate under California law.

10 2. Specifically, as to Plaintiff and others similarly situated workers, Defendants
11 have:

- 12 a. Failed and continue to fail to pay for all hours worked in violation of Labor
13 Code §§ 200, 223, 226, 500, 1197, 1198, and the applicable California Industrial
14 Welfare Commission Wage Orders (“Applicable Wage Orders”);
- 15 b. Willfully failed and continue to fail to pay minimum wage for all hours worked
16 in violation of Labor Code §§ 1194 and 1197, and the Applicable Wage Orders;
- 17 c. Failed and continue to fail to pay overtime time for all overtime hours worked
18 in violation of Labor Code §§ 510, 1194, and the Applicable Wage Orders;
- 19 d. Failed and continue to fail to authorize and/or permit meal periods in violation
20 of Labor Code §§ 226.7, 512, and the Applicable Wage Orders;
- 21 e. Failed and continue to fail to authorize and/or permit rest periods in violation of
22 Labor Code §§ 226.7, and the Applicable Wage Orders;
- 23 f. Failed and continue to fail to reimburse for all business-related expenditures in
24 violation of Labor Code § 2802;
- 25 g. Failed and continue to fail to timely furnish itemized wage statements in
26 violation of Labor Code § 226, and the Applicable Wage Orders; and
- 27 h. Committed and continue 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 Defendants because they are entities with
6 sufficient minimum contacts in California, and/or because they intentionally availed themselves
7 of the California market so as to render the exercise of jurisdiction over them by the California
8 courts consistent with 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 Defendants are found, maintain offices, transact business, exist and/or have an
12 agent herein.

13 **PARTIES**

14 6. At all relevant times mentioned herein, Plaintiff was a nurse and a resident of
15 California.

16 7. Upon information and belief, Defendant Eastbay Staffing LLC is a staffing
17 agency in the healthcare industry and is, and at all times herein mentioned was, a California
18 company duly authorized to do business in California.

19 8. Upon information and belief, Defendant Clifford William (“Individual
20 Defendant”) is, and at all relevant times mentioned herein was, the owner, managing agent,
21 Director, President, Officer and/or Chief Executive Officer of Defendant Eastbay Staffing LLC,
22 and is responsible for its operational, financial, personnel and/or administrative functions.
23 Individual Defendant is personally liable for the claims alleged in this Complaint pursuant to
24 Labor Code § 558.1, which provides that persons acting on behalf of an employer, including
25 owners, officers, directors, and managing agents who violate or cause to be violated certain
26 provisions of the Labor Code, are personally liable for such violations.

27 9. Upon information and belief, Individual Defendant is, in part, responsible for
28 the creation, implementation, and/or granting final approval of the unlawful wage and hour

practices alleged herein. As the owner and managing agent of Defendant Eastbay Staffing LLC, Individual Defendant also had substantial discretionary authority over the decisions that ultimately determined the unlawful wage and hour practices alleged herein. Thus, Individual Defendant exercised ultimate control over such unlawful conduct either: (1) by knowingly authorizing them, or (2) with the knowledge that they were unlawful doing nothing to stop them, and thus ratifying them.

10. Upon information and belief, there is such a unity of interest and ownership between Defendant Eastbay Staffing LLC and Individual Defendant that the separate personalities between them do not exist; and that, if the acts complained of herein are treated as those of Defendant Eastbay Staffing LLC alone, inequitable results will follow.

11. The true names or capacities, whether individual, associate or otherwise, of Does 1-20, inclusive, are unknown to Plaintiff and, therefore, Plaintiff sues these doe defendants by such fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to allege such names and capacities as soon as they are ascertained. Upon information and belief, each of these fictitiously named defendants is responsible in some manner for the occurrences alleged herein, and Plaintiff's injuries and damages as alleged and set forth herein were proximately caused by such fictitiously named defendants.

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

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

1 **FACTUAL ALLEGATIONS**

2 14. In or around February 2025, Defendants hired, assigned and paid Plaintiff to work
3 as a nurse at several healthcare facilities in California, including, but not limited to, Sunnyvale
4 Post-Acute Center in Santa Clara County and Garden City Healthcare Center in Modesto County.
5 During her time working for Defendants, Defendants misclassified Plaintiff as an “independent
6 contractor.” At times, Plaintiff worked overtime. On or about August 27, 2025, Plaintiff resigned
7 from working for Defendants.

8 15. Defendants misclassified Plaintiff as an “independent contractor” in violation of
9 California law. Defendants cannot satisfy the first element that must be met under California’s
10 ABC independent contractor test because Plaintiff was not free from their control and direction
11 in connection with her work’s performance. Defendants had the right to control and direct, and
12 did in fact, exercise control and direction over Plaintiff’s job duties and working conditions.
13 Among other forms of control and direction, Defendants had the right to discipline or terminate
14 Plaintiff, with or without cause; required her to work on their clients’ premises; and supervised
15 and evaluated her work performance. Defendants also supplied most of the instruments, tools,
16 and the place for Plaintiff to do her work and Plaintiff had no personal investment in most of the
17 equipment or materials required for her do her work. Thus, Plaintiff was not free from the control
18 and direction of Defendants in connection with her work’s performance—the first element that
19 must be met under California’s ABC test in order for a worker to be lawfully classified as an
20 independent contractor.

21 16. Defendants also cannot meet the second element of the ABC test because they
22 required Plaintiff to perform work that was within their usual course of their business.

23 17. Defendants cannot meet the third element of the ABC test either, since during the
24 time Plaintiff worked for Defendants, she did not engage in an independently established
25 business, trade or occupation.

26 18. Defendants are required to satisfy all three elements of the ABC test in order to
27 lawfully classify Plaintiff as an independent contractor. As alleged above, they cannot satisfy any
28 of them.

19. By misclassifying Plaintiff as an “independent contractor” in violation of California law, Defendants deprived her of the rights, protections, and benefits afforded to non-exempt employees in California, including, but not limited to, payment for all hours worked, minimum wage, overtime pay, lawful meal and rest breaks, reimbursement of all business-related expenses, and furnishment of wage statements.

20. Upon information and belief, during the applicable recovery period, Defendants have had a practice of misclassifying other workers they assign to work at facilities inside California as “independent contractors,” because they exercised control over them similar to the kind of control they exercised over Plaintiff; the workers were in the same line of business as Defendants; and the workers did not engage in an independently established business, trade or occupation.

21. By misclassifying these workers as “independent contractors,” Defendants, as they did with Plaintiff, also deprived them of their rights, protections, and benefits afforded to non-exempt employees under California law, including, but not limited to, payment for all hours worked, minimum wage, overtime pay, meal and rest breaks, reimbursement of all business-related expenses, and furnishment of wage statements.

CLASS ALLEGATIONS

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

23. 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.

24. 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.

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

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

3 All individuals Defendant Eastbay Staffing LLC classified as
4 “independent contractors” and assigned to work at any facility inside
5 California during the Class Period (the “Class”).

6 27. Plaintiff seeks to hold all Defendants liable for all damages suffered by the entire
7 Class.

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

13 29. **Common Questions Predominate:** Common questions of law and fact exist as
14 to all members of the Class and predominate over any questions that affect only individual
15 members of the Class. The predominant common questions of law and fact, among other things,
16 include, whether Defendants:

- 17 a. Failed and continue to fail to pay for all hours worked in violation of Labor Code
18 §§ 200, 223, 226, 500, 1197, 1198, and the Applicable Wage Orders;
- 19 b. Willfully failed and continue to fail to pay minimum wage for all hours worked
20 in violation of Labor Code §§ 1194 and 1197 and the Applicable Wage Orders;
- 21 c. Failed and continue to fail to pay overtime time for all overtime hours worked in
22 violation of Labor Code §§ 510, 1194, and the Applicable Wage Orders;
- 23 d. Failed and continue to fail to authorize and/or permit meal periods in violation of
24 Labor Code §§ 226.7, 512, and the Applicable Wage Orders;
- 25 e. Failed and continue to fail to authorize and/or permit rest periods in violation of
26 Labor Code §§ 226.7, and the Applicable Wage Orders;
- 27 f. Failed and continue to fail to reimburse for all business-related expenditures in
28 violation of Labor Code § 2802;

1 g. Failed and continue to fail to timely furnish wage statements in violation of Labor
2 Code § 226, and the Applicable Wage Orders; and

3 h. Committed and continue to commit unfair business practices in violation of
4 Business & Professions Code § 17200, et seq.

5 30. **Typicality:** Plaintiff's claims are typical of the claims of the members of the Class
6 she seeks to represent because she, as a worker of Defendants, was exposed and subjected to the
7 same unlawful business practices as the other members of the Class. Plaintiff and the members
8 of the Class she seeks to represent sustained the same types of damages and losses.

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

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

24 **FIRST CAUSE OF ACTION**

25 **FAILURE TO PAY FOR ALL HOURS WORKED**

26 **(Against All Defendants)**

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

1 34. During the applicable recovery period, Defendants were required to compensate
2 Plaintiff and the Class for all hours worked and all pay promised pursuant to the Applicable Wage
3 Orders, and Labor Code §§ 200, 223, 226, 500, 510, 1197 and 1198.

4 35. In violation of California law, Defendants have knowingly and willfully refused
5 to perform their obligations to compensate Plaintiff and the Class for all their worked hours by,
6 among other things, failing to pay for all hours recorded on Plaintiff and the Class Members'
7 time cards and engaging in improper rounding and auto-deduct practices with respect to meal
8 breaks, so that when Plaintiff and Class Members worked during their supposed meal breaks,
9 Defendants failed to pay them for such time.

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

15 37. Defendants' conduct described herein violates Labor Code §§ 200, 223, 226, 500,
16 1197, 1198, and the Applicable Wage Orders. Therefore, pursuant to Labor Code §§ 203, 218.5,
17 226, 558, 1194, and 1194.2, Plaintiff and the Class are entitled to recover damages for the
18 nonpayment of wages of all their worked hours, in addition to penalties, reasonable attorneys'
19 fees, expenses, and costs of suit.

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PAY OVERTIME**

22 **(Against All Defendants)**

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

25 39. Pursuant to Labor Code §§ 200, 226, 500, 510 and 1198 and the Applicable Wage
26 Orders at all times relevant hereto, Defendants were required to compensate Plaintiff and the
27 Class for all worked overtime hours, which is calculated at one and one-half times the regular
28 rate of pay for all hours worked in excess of 8 hours per day and/or 40 hours per week. Defendants

1 were also required to compensate Plaintiff and the Class for all hours worked in excess of 12
2 hours in any workday at double their regular rate of pay.

3 40. Despite being misclassified as “independent contractors,” Plaintiff and the Class
4 were/are, in fact, non-exempt employees entitled to the protections of the Applicable Wage
5 Orders, and Labor Code §§ 200, 226, 500, 510, and 1198.

6 41. During the applicable recovery period, Plaintiff and the Class worked in excess
7 of 8 hours in a workday, 12 hours in a workday, and/or 40 hours in a workweek. However,
8 Defendants failed to properly compensate them for all their overtime and/or double-time hours
9 worked as required under the aforementioned laws.

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

16 43. Pursuant to Labor Code §§ 200, 203, 218.5, 226, 558, and 1194, Plaintiff and the
17 Class are entitled to recover owed overtime and double-time compensation, as well as penalties,
18 interest, attorney’s fees, and costs.

19 **THIRD CAUSE OF ACTION**

20 **FAILURE TO PAY MINIMUM WAGE**

21 **(Against All Defendants)**

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

24 45. Pursuant to Labor Code §§ 1194, 1194.2, and 1197, it is unlawful for an employer
25 to suffer or permit a California employee to work without paying wages at the proper minimum
26 wage for all time worked as required by the Applicable Wage Orders.
27
28

46. 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.”

47. During the applicable recovery period, Plaintiff and the Class suffered, were permitted, and required to perform work for which they received no pay. As a direct and proximate result of Defendants' failure to pay Plaintiff and the Class, they have been damaged in the amount of the owed minimum wages.

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

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

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND/OR PERMIT MEAL BREAKS

(Against All Defendants)

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

51. 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.”

52. 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

1 meal period may be waived by mutual consent of the employer and the employee only if the first
2 meal period was not waived.”

3 53. During the applicable recovery period, Plaintiff and the Class regularly worked
4 in excess of 5-hour work periods without being authorize and/or permitted to take a lawful meal
5 break, as required by Labor Code §§ 226.7, 512, and the Applicable Wage Orders, due to, among
6 other reasons, work overload and staffing shortages.

7 54. During the applicable recovery period, Defendants have failed to pay Plaintiff and
8 the Class premium wages mandated by Labor Code § 226.7(b) for these unlawful meal breaks.
9 As a result of violations of Labor Code §§ 226.7, 512, and the Applicable Wage Orders,
10 Defendants are liable for civil penalties pursuant to Labor Code §§ 558 and 2698 et seq.

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

15 **FIFTH CAUSE OF ACTION**

16 **FAILURE TO AUTHORIZE AND/OR PERMIT REST BREAKS**

17 **(Against All Defendants)**

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

20 57. California Labor Code § 226.7(a) provides, “No employer shall require any
21 employee to work during any meal or rest period mandated by an applicable order of the
22 Industrial Welfare Commission.”

23 58. The Applicable Wage Orders require that employers authorize and/or permit non-
24 exempt employees to take a rest break that must, insofar as practicable, be taken in the middle of
25 each work period. The rest break is based on the total hours worked daily and must be at the
26 minimum rate of a net ten consecutive minutes for each four-hour work period, or major fraction
27 thereof.
28

59. Pursuant to Labor Code § 226.7, if an employer fails to authorize and/or permit an employee a rest break in accordance with the Applicable Wage Orders, 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. 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.

60. During the applicable recovery period, Defendants did not authorize and/or permit pay Plaintiff and the Class to take lawful rest breaks, due to, among other reasons, work overload and staffing shortages and failed to pay them premium wages mandated by Labor Code § 226.7(b). As a result of violations of Labor Code §§ 226.7 and the Applicable Wage Orders, Defendants are liable for civil penalties pursuant to Labor Code §§ 558 and 2698 et seq.

61. Plaintiff and the Class are entitled to recover one additional hour of pay at their regular rate of compensation with Defendants for each workday that a rest break 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.

SIXTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS-RELATED EXPENDITURES

(Against All Defendants)

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

63. Labor Code § 2802 (a) provides, “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

1 64. As alleged above, during the applicable recovery period, Defendants have had an
2 unlawful practice of not reimbursing Plaintiff and the Class for the cost of using their personal
3 mobile phones for work purposes.

4 65. As a direct and proximate result of Defendants' failure to reimburse Plaintiff and
5 the Class for their business-related expenditures, they have been injured in an amount to be
6 proven at trial.

7 66. Plaintiff and the Class are entitled to recover reimbursement of their business-
8 related expenditures. Plaintiff and the Class are also entitled to their costs and reasonable
9 attorneys' fees, according to proof and to interest on all due and unpaid wages at the legal rate of
10 interest.

11 **SEVENTH CAUSE OF ACTION**

12 **FAILURE TO FURNISH WAGE STATEMENTS**

13 **(Against All Defendants)**

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

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

22 69. Labor Code § 226(e) provides that an employee suffering injury as a result of a
23 knowing and intentional failure by an employer to comply with subdivision (a) is entitled to
24 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which
25 a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent
26 pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled
27 to an award of costs and reasonable attorney's fees.
28

70. Defendants knowingly and intentionally failed to provide Plaintiff and the Class with wage statements required by Labor Code § 226(a).

71. As a direct and proximate result of Defendants' conduct as alleged above, Plaintiff and the Class are each entitled to a civil penalty of \$50 for the initial pay period and \$100 for each subsequent pay period in which Defendants violated the reporting requirements of Labor Code § 226, up to a maximum of \$4,000. Additionally, under Labor Code § 226.3, Defendants are 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).

EIGHTH CAUSE OF ACTION

WAITING TIME PENALTIES

(Against All Defendants)

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

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

74. 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.

75. During the applicable recovery period, Plaintiff and many members of the Class have separated from Defendants as a result of being discharged or having voluntarily resigned their employment.

76. While working for Defendants, Plaintiff and the separated Class Members were entitled to compensation for the violations set forth in this Complaint. But Defendants failed to pay all wages due to them, by failing to pay for, among other things, all hours worked, overtime and double-time, and premium wages for unlawful meal or rest breaks. Defendants are required

1 to compensate Plaintiff and the separated Class Members for all their unpaid wages earned and
2 an additional penalty equal to the daily earnings of such employees up to an amount equal to
3 those owed for 30 days of work.

4 **NINTH CAUSE OF ACTION**

5 **UNFAIR BUSINESS PRACTICES**

6 **(Against All Defendants)**

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

9 78. Defendants have engaged in unfair business practices in California by practicing,
10 employing and utilizing the employment practices outlined in this Complaint by requiring their
11 employees to perform the labor complained of herein without proper compensation. Defendants'
12 utilization of such unfair business practices constitutes unfair competition and provides an unfair
13 advantage over their competitors.

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

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

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

27 82. Plaintiff and the Class are further entitled to and do seek both a declaration that
28 the above-described business practices are unfair, unlawful and/or fraudulent and injunctive

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

10 **TENTH CAUSE OF ACTION**

11 **PAGA VIOLATIONS**

12 **(Against All Defendants)**

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

15 84. Plaintiff brings this cause of action as a representative action on behalf of herself
16 and other aggrieved employees in the capacity as private attorneys general pursuant to the Private
17 Attorneys General Act of 2004, Labor Code § 2698, et seq. (“PAGA”).

18 85. The aggrieved employees Plaintiff seeks to represent consist of all individuals
19 Defendants classified as “independent contractors” and assigned to work at any facility inside
20 California during the applicable recovery period (the “Aggrieved Employees”).

21 86. Defendants have violated the Labor Code against Plaintiff and the Aggrieved
22 Employees as alleged in this Complaint. Among other things, Defendants have:

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

- 1 d. Failed and continue to fail to authorize and/or permit meal periods in violation of Labor
2 Code §§ 226.7, 512, and the Applicable Wage Orders;
- 3 e. Failed and continue to fail to authorize and/or permit rest periods in violation of Labor
4 Code §§ 226.7, and the Applicable Wage Orders;
- 5 f. Failed and continue to fail to reimburse for all business-related expenditures in violation
6 of Labor Code § 2802; and
- 7 g. Failed and continue to fail to timely furnish itemized wage statements in violation of
8 Labor Code § 226, and the Applicable Wage Orders,

9 87. On August 27, 2025, Plaintiff sent a written notice to Defendants Eastbay Staffing
10 LLC and Clifford William, and the Labor and Workforce Development Agency (“LWDA”)
11 notifying them of the specific violations and the facts and theories supporting those violations.
12 More than 60 days have passed since the date said notice was sent to Defendants Eastbay Staffing
13 LLC and Clifford William and the LWDA. A true and correct copy of said written notice is
14 attached hereto as “Exhibit 1,” which Plaintiff incorporates by reference as though fully set forth
15 herein.

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

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for
3 relief and judgment against Defendants 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 reimbursement of all incurred business-related expenditures;

15 7. All civil penalties recoverable under PAGA;

16 8. For declaratory and injunctive relief as requested herein;

17 9. For prejudgment and post-judgment interest according to law;

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

20 11. For costs of suit incurred in this action;

21 12. Restitutionary disgorgement of all wages earned by Plaintiff and the Class but
22 retained by Defendants; and

23 13. Any other remedies, whether in law or equity, that the Court deems properly.
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25 Dated: November 3, 2025

Respectfully submitted,

26 SHAKOURI LAW FIRM

27 By: Ashkan Shakouri

28 Ashkan Shakouri
Attorneys for Plaintiff

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Dated: November 3, 2025

FIRST-AMENDED CLASS ACTION COMPLAINT

EXHIBIT 1

SHAKOURI LAW FIRM

Employment & Civil Litigation

401 Wilshire Blvd, 12th Floor
Santa Monica, CA 90401
Tel: (424) 252-4711
ash@shakourilawfirm.com
shakourilawfirm.com

August 27, 2025

Via Online Filing:

California Labor & Workforce
Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Eastbay Staffing LLC
c/o Mehreen Saroea Afroze
18 Oak Street, Unit 1602
Brentwood, CA 94513

Clifford William
18 Oak Street, Unit 1602
Brentwood, CA 94513

Re: *PAGA Notice Pursuant to California Labor Code § 2699*

Claimant: Synora Cole
Employers : Eastbay Staffing LLC & Clifford William

Dear Sir or Madam:

Claimant Synora Cole (“Claimant”) has retained Ashkan Shakouri of Shakouri Law Firm to represent her, and all other aggrieved employees, for wage and hour claims against Eastbay Staffing LLC, and its owner and managing agent Clifford William (“Employers”).

In or around February 2025, Employers hired, assigned and paid Claimant to work as a nurse at several healthcare facilities in California, including, but not limited to, Sunnyvale Post-Acute Center in Santa Clara County and Garden City Healthcare Center in Modesto County.

During her time working for Employers, Employers misclassified Claimant as an “independent contractor.” At times, Claimant worked overtime. On or about August 27, 2025, Claimant resigned from working for Employers.

The aggrieved employees Claimant seeks to represent consist of all individuals Employers classified as “independent contractors” and assigned to work at any facility inside California during the applicable recovery period (the “Aggrieved Employees”). The Aggrieved Employees include Claimant.

Employers misclassified Claimant as “independent contractors” in violation of California law. Employers cannot satisfy the first element that must be met under California’s ABC independent contractor test because Claimant was not free from their control and direction in connection with her work’s performance. As alleged above, Employers had the right to control and direct, and did in fact, exercise control and direction over Claimant’s job duties and working conditions. Among other forms of control and direction, Employers had the right to discipline or terminate Claimant, with or without cause; required her to work on their clients’ premises; and supervised and evaluated her work performance. Employers also supplied most of the instruments, tools, and the place for Claimant to do her work and Claimant had no personal investment in most of the equipment or materials required for her to do her work. Thus, Claimant was not free from the control and direction of Employer in connection with her work’s performance—the first element that must be met under California’s ABC test in order for a worker to be lawfully classified as an independent contractor.

Employers also cannot meet the second element of the ABC test because they required Claimant to perform work that was within their usual course of business. Employers cannot meet the third element of the ABC test either, since during the time Claimant worked for Employers, she did not engage in an independently established business, trade or occupation. Employers are required to satisfy all three elements of the ABC test in order to lawfully classify Claimant as an independent contractor. Employers cannot satisfy any of them.

By unlawfully misclassifying Claimant as “independent contractors,” Employers deprived her of the rights, protections, and benefits afforded to non-exempt employees in California, including, but not limited to, payment for all hours worked, minimum wage, overtime pay, lawful meal and rest breaks, reimbursement of all business-related expenses, and furnishment of wage statements.

Employers have had a practice of misclassifying other Aggrieved Employees they assign to work at facilities inside California as “independent contractors,” because they exercised control over them similar to the kind of control they exercised over Claimant; the other Aggrieved Employees were in the same line of business as Employers; and the other Aggrieved Employees did not engage in an independently established business, trade or occupation.

By misclassifying other Aggrieved Employees as “independent contractors,” Employers, as they did with Claimant, also deprived Aggrieved Employees of their rights, protections, and benefits afforded to non-exempt employees under California law, including, but not limited to, payment for all hours worked, minimum wage, overtime pay, meal and rest breaks, reimbursement

of all business-related expenses, and furnishment of wage statements. Thus, other Aggrieved Employees suffered the same type of violations alleged by Claimant herein.

Employers have violated, and/or have caused to be violated, several Labor Code provisions and are therefore liable for civil penalties under Labor Code §§ 558 & 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.

Upon information and belief, Clifford William (“Individual Employer”) is, and at all relevant times mentioned herein, was the owner, managing agent, Director, President, Officer and/or Chief Executive Officer of Eastbay Staffing LLC, and responsible for its operational, financial, personnel and/or administrative functions. Individual Employer is personally liable for the claims alleged herein pursuant to Labor Code § 558.1, which provides that persons acting on behalf of an employer, including owners, officers, directors, and managing agents who violate or cause to be violated certain provisions of the Labor Code, are personally liable for such violations.

Upon information and belief, Individual Employer is, in part, responsible for the creation, implementation, and/or granting final approval of the unlawful wage and hour policies and/or practices alleged herein. As the owner and managing agent of Eastbay Staffing LLC. Individual Employer also had substantial discretionary authority over the decisions that ultimately determined the unlawful wage and hour policies and/or practices alleged herein. Thus, Individual Employer exercised ultimate control over such unlawful conduct either: (1) by knowingly authorizing them, or (2) with the knowledge that they were unlawful doing nothing to stop them, and thus ratifying them.

Upon information and belief, there is such a unity of interest and ownership between Eastbay Staffing LLC and Individual Employer that the separate personalities between them do not exist; and that, if the acts complained of herein are treated as those of Eastbay Staffing LLC alone, inequitable results will follow.

Employers’ Failure to Pay Overtime

Pursuant to Labor Code §§ 200, 226, 500, 510 and 1198 and the Applicable Wage Orders at all times relevant hereto, Employers were required to compensate 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. Employers were also required to compensate Aggrieved Employees for all hours worked in excess of 12 hours in any workday at double their regular rate of pay.

Despite being misclassified as “independent contractors,” Aggrieved Employees are, in fact, 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, Aggrieved Employees worked in excess of 8 hours in a workday, 12 hours in a workday, and/or 40 hours in a workweek. However, Employers failed to properly compensate them for all their overtime and/or double-time hours worked as required under the aforementioned laws.

As a direct result of aforementioned violations, Aggrieved Employees 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 Employers to fully perform their obligations under state law, all to these employees' respective damage.

Pursuant to Labor Code §§ 200, 203, 218.5, 226, 558, and 1194, Aggrieved Employees are entitled to recover owed overtime and double-time compensation, as well as penalties, interest, attorney's fees, and costs.

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

Employers' Failure to Pay for All Hours Worked, Including Failure to Pay Minimum Wage

In California, an employer is required to compensate its non-exempt employees for all hours worked pursuant to the Applicable Wage Orders and Labor Code §§ 200, 223, 226, 500, 510, 1197 and 1198. Furthermore, under Labor Code §§ 1194, 1194.2, and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying at least minimum wage for all time worked as required by the Applicable Wage Orders.

During the relevant period, Employers have had a practice of failing to compensate Aggrieved Employees for all their worked hours, including, but not limited to, failing to pay for all hours recorded on Aggrieved Employees' time cards, and by engaging in improper rounding and auto-deduct practices with respect to meal breaks, so that when Aggrieved Employees worked during their supposed meal breaks, Employers failed to pay them for such time.

In violation of California law, Employers have intentionally and willfully refused to perform their obligations to compensate Aggrieved Employees for all wages earned and all worked hours. As a direct result, they 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 Employers to fully perform their obligations under California law.

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

As a result of these violations, Employers are liable for civil penalties pursuant to Labor Code § 558 & 2698 *et. seq.*

Employers' Failure to Authorize and/or Permit Meal Breaks

During the applicable recovery period, Employers have had a practice of not authorizing and/or permitting Aggrieved Employees from taking lawful meal breaks under California law.

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."

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."

During the applicable recovery period, Aggrieved Employees regularly worked in excess of 5-hour work periods without being authorized and/or permitted to take a lawful meal break, as required by Labor Code §§ 226.7, 512, and the Applicable Wage Orders, due to, among other reasons, work overload and staffing shortages.

Aggrieved Employees 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. Aggrieved Employees 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.

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

Employers' Failure to Authorize and/or Permit Rest Breaks

During the applicable recovery period, Employers have had a practice of not authorizing and/or permitting Aggrieved Employees from taking lawful rest breaks under California law.

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." 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.

Pursuant to Labor Code § 226.7, if an employer fails to authorize or permit an employee a rest break in accordance with the applicable Wage Orders, 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. 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.

During the applicable recovery period, Aggrieved Employees regularly worked in excess of four-hour work periods, or a major fraction thereof, without being authorize and/or permitted to take lawful rest breaks mandated by Labor Code § 226.7(b), due to, among other reasons, work overload and staffing shortages.

Aggrieved Employees are entitled to recover one additional hour of pay at their regular rate of compensation with Employer for each workday that a rest break was not authorized and/or permitted. Aggrieved Employees 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.

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

Employers’ Failure to Reimburse for Business-Related Expenditures

Labor Code § 2802 (a) provides, “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

During the applicable recovery period, Employers have had a practice of failing to reimburse Aggrieved Employees for the cost of using their personal mobile phones for work purposes.

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

Employers’ Failure to Furnish 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.

Employers knowingly and intentionally failed to provide Aggrieved Employees with paycheck deduction statements accurately displaying the information required by Labor Code § 226(a).

As a direct and proximate result of Employers' conduct as alleged above, Aggrieved Employees affected by said violations are each entitled to a civil penalty of \$50 for the initial pay period and \$100 for each subsequent pay period in which Employer violated the reporting requirements of Labor Code § 226, up to a maximum of \$4,000. Additionally, under Labor Code § 226.3, Employers are 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 they failed to provide them a wage deduction statement or failed to keep the records required under Labor Code § 226(a).

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

Employers' Failure to Pay All Wages Upon Separation

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. Labor Code §§ 201 and 227.3. Pursuant to Labor Code § 202 (a), "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter."

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 Aggrieved Employees have separated from Employers as a result of being discharged or having voluntarily resigned their employment.

Upon information and belief, Employers have intentionally and willfully not paid other Aggrieved Employees all their owed wages at the time of separation in violation of statutes cited above. Claimant does not allege that all separated Aggrieved Employees are owed waiting time penalties or that they are owed the full 30-day penalty under Labor Code § 203, because it is unknown to Claimant at this time whether Employers paid some of the separated Aggrieved Employees all their owed wages upon separation or paid them all their owed wages less than 30 days after their separation.

As a result of these violations, Employers are liable for civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Penalties Sought

Without limitation, Claimant and other Aggrieved Employees will further seek any and all penalties and underpaid wages 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 may pursue her claims as a representative action in civil court on behalf of herself and other Aggrieved Employees.

Respectfully Submitted,

SHAKOURI LAW FIRM

Ashkan Shakouri

Ashkan Shakouri

Attorney for Claimant and all other
Aggrieved Employees

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I am employed in the County of Los Angeles, State of California, I am over the age of 18 and not a party to the within action; my business address is 401 Wilshire Boulevard, 12th Floor, Santa Monica, California 90401. I served the foregoing document(s) described as:

X BY ELECTRONIC TRANSMISSION ONLY. I electronically caused to be served the foregoing document on all interested parties in this action via email only. Each document will be deemed served on the date it was emailed.

Parag L. Amin
Jennifer N. Hinds
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Ashkan Shakouri