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HAMID TABRIZI,  
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

HAMID TABRIZI, an individual , an  
individual, AND PAGA PLAINTIFFS

Plaintiffs,

vs.

WORK CREATION TRAINING, INC., A  
California Corporation; BEN BEHZADI, an  
Individual, and DOES 1 through 50, Inclusive,

Defendants.

CASE NO. **23STCV26911**

**PLAINTIFFS' 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. Failure to Reimburse Employee for Business Related Expenses, Labor Code §2802
9. Unfair Business Practices Business And Professions Code §17200 Et Seq.
10. Violation of Penal Code §496 (Civil Theft)
11. Wage Theft. Penal Code § AB 1003
12. 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 HAMID TABRIZI (“Plaintiff”), on behalf of himself and acting in the  
3 interest of other current and former employees and all others similarly situated aggrieved employees  
4 (“PAGA Plaintiffs”), for causes of action against Defendants and each of them, alleges as follows:

5 **JURISDICTION AND VENUE**

6 (Applicable to All Causes of Action)

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

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

13 **THE PARTIES**

14 (Applicable to All Causes of Action)

15 3. Plaintiff, HAMID TABRIZI, is now and, at all times mentioned in this complaint, was an  
16 individual residing and working in the County of Los Angeles, State of California.

17 4. Defendant WORK CREATION TRAINING, INC., a California corporation, is and at all  
18 times herein mentioned was, a California corporation, with its principle place of business located at  
19 6089 Bristol Parkway, Suite #100, Culver City, CA 90230 and subject to the laws of California.  
20 Defendant is, and at all relevant times was, an employer pursuant to California *Government Code* §  
21 12926(d) as well as in accordance with other applicable statutes, including the California Labor  
22 Code.

23 5. Defendant BEN BEHZADI (“Behzadi”) upon information and belief is now and, at all times  
24 mentioned in this complaint, was an individual residing and working in the County of Los Angeles,  
25 State of California. Upon information and belief, Defendant Behzadi is a managing agent of  
26 Defendant corporation, and therefore liable to Plaintiffs and PAGA Plaintiffs pursuant to Labor  
27 Code 558.1 et seq.

28 6. Plaintiffs are ignorant of the true names and capacities of Defendants, corporate, individual

1 or otherwise, sued herein as DOES 1 through 50 collectively with Defendants, henceforth  
2 collectively referred to as “Defendants.”

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

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

11 9. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned,  
12 each of Defendants herein was the agent and employee of each of the remaining Defendants and at  
13 all times was acting within the purpose and scope of such agency and employment, and with the  
14 permission and consent of his/her/its co-Defendants with knowledge, authorization, permission,  
15 consent and/or subsequent ratification and approval of each co-Defendant.

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

### 21 **NATURE OF THE ACTION**

22 11. This is an unpaid wage and hour individual and representative action brought pursuant to  
23 California Code of Civil Procedure § 382 and Labor Code Private 8 Attorney General Act (“PAGA”),  
24 §§ 2698, 2699 of the California Labor Code.

25 12. Plaintiffs, on behalf of themselves and PAGA Plaintiffs, bring this action seeking unpaid  
26 wages, overtime pay, penalties, restitution, injunctive and other equitable relief, reasonable attorneys’  
27 fees, and costs.

28 13. In and about April 2017, Plaintiff Tarbizi was hired by Defendants, as a “Coach and Trainer”

1 to work in Defendants' location, 6089 Bristol Parkway, Suite #100, Culver City, CA 90230. Plaintiff  
2 Tabrizi is currently employed by Defendant.

3 14. Plaintiff and PAGA Plaintiffs' work hours were set by Defendants. Plaintiffs' daily tasks  
4 were set by Defendants. Plaintiffs' work duties were accomplished based on Defendants  
5 requirements from which Plaintiffs were not permitted to deviate. Plaintiffs' rate of pay was set by  
6 Defendant, and Defendants, and each one of them, individually and personally paid Plaintiffs for  
7 their services.

8 15. Throughout Plaintiffs' employment and continuing, Plaintiffs have never received  
9 significant nor legitimate negative performance evaluations nor discipline.

10 16. Plaintiff Tabrizi commenced his employment on or about April 2017 earning an hourly rate  
11 of \$15.00 per hour. Sometime around 2018, due to Plaintiffs' hard work and exceptional  
12 performance, Plaintiffs Tabrizi received a raise but simultanously had their hours reduced by  
13 Defendant.

14 17. Plaintiff Tabrizi complained to the Chief Operating Officer ("COO") of the company  
15 regarding the reduction in hours. The COO gave them "back" one hour as a result of their complaint.

16 18. In and about March 2020, during the COVID 19 Pandemic, Plaintiffs and PAGA Plaintiffs  
17 were required to commute from their homes to Defendants' office located in Culver City to drop  
18 off their paper work once a week. Plaintiffs and PAGA Plaintiffs were not paid wages during the  
19 time of their commute. Additionally, Plaintiffs and PAGA Plaintiffs were not reimbursed their travel  
20 expenses such as gas and mileage and other expenses.

21 19. Plaintiffs and PAGA Plaintiffs were required to utilize an electronic "time clock" to track  
22 the hours Plaintiffs and PAGA Plaintiffs worked for Defendants.

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

28 21. During the entirety of Plaintiffs and PAGA Plaintiffs employment with Defendants, almost

1 every week, Plaintiffs and PAGA Plaintiffs worked more than 40 hours in a work week. However,  
2 Defendants would manipulate the time entries in the “time clock” so that Defendants could alter  
3 Plaintiffs and PAGA Plaintiffs weekly work hours, in order to reduce and/or avoid paying overtime  
4 compensation.

5 22. During the entirety of Plaintiffs and PAGA Plaintiffs employment with Defendants, almost  
6 every day, Plaintiffs and PAGA Plaintiffs were not permitted to take their daily 10 minute rest  
7 periods.

8 23. During the entirety of Plaintiffs and PAGA Plaintiffs employment with Defendants, almost  
9 every day, Plaintiffs and PAGA Plaintiffs were not permitted to take a meal break of at least 30  
10 minutes.

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

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

21 26. Despite Defendants obligation otherwise, Defendants did not provide, nor did Plaintiffs and  
22 PAGA Plaintiffs accrue, any sick time in violation of California’s Healthy Workplaces, Healthy  
23 Families Act (the “HWHFA”)

24 27. Defendants failed to adequately and properly record, on the paystubs Defendants issued to  
25 Plaintiffs and PAGA Plaintiffs, the accrual of sick time as required by California’s Healthy  
26 Workplaces, Healthy Families Act (the “HWHFA”).

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

1 29. Defendants have failed, and continue to fail to adequately and properly reimburse Plaintiffs  
2 and PAGA Plaintiffs expenses incurred within the course and scope of their employment.

3 30. The duties and business activities of the PAGA Plaintiffs' were essentially the same as the  
4 duties and activities of the Plaintiffs described above.

5 31. This is a wage and hour representative action filed pursuant to PAGA, 14 §§ 2698, 2699  
6 generally consists of the following represented groups: **All employees currently, and formerly,**  
7 **working who have been employed by Defendant WORK CREATION TRAINING, INC., in**  
8 **the State of California from April 1, 2017 to the present who are entitled to PAGA penalties**  
9 **and related remedies under the California Labor Code.**

10 32. All members of the represented groups will be referred to as "PAGA PLAINTIFFS." The  
11 "PAGA Period" means from April 1, 2017 to the present, the timeframe where the scope of statute  
12 allows Plaintiffs to recover wages and penalties.

13 33. At all times during the PAGA Period, all of the PAGA Plaintiffs were employed in the same  
14 or similar job as Plaintiffs and were paid in the same manner and under the same standard  
15 employment procedures and practices as the Plaintiffs.

16 34. Plaintiffs further alleges they, and on information and belief, PAGA Plaintiffs, did not  
17 receive all wages during or due at the time their employment ended with the culpable Defendants  
18 identified in this Complaint.

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

22 36. California law provides that an employee may file an action against an employer for  
23 penalties in connection with violations of the Labor Code and Wage Orders provided the aggrieved  
24 employee files an action on behalf of him or herself and similarly-situated current and former  
25 employees.

26 37. At all material times, Defendants were and/or are PAGA Plaintiffs employer(s) or persons  
27 acting on behalf of PAGA Plaintiffs employer, within the meaning of California Labor Code § 558,  
28 who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code

1 or any provision regulating hours and days of work in any Order of the Industrial Welfare  
2 Commission and, as such, are subject to penalties for each underpaid employee as set forth in Labor  
3 Code § 558.

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

8  
9 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

10 39. As to penalty claims under the Labor Code Private Attorney General Act, on April 24, 2023,  
11 Plaintiffs exhausted their administrative remedies by sending correspondence to the LWDA and  
12 Defendants indicating that Plaintiffs are pursuing the claims alleged in this Complaint.

13 40. More than 65-days have expired from the date of the letter(s) mentioned herein above. The  
14 LWDA did not serve Plaintiffs with notice of its intent to assume jurisdiction over the applicable  
15 penalty claims and did not provide notice as set forth in Labor Code § 2699.3 (a)(2)(A) within the  
16 65-day statutory period.

17 41. Therefore, Plaintiffs have exhausted Plaintiffs' administrative remedies to enable Plaintiffs  
18 to seek the penalty claims sought in this Complaint.

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

1 **FIRST CAUSE OF ACTION**

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

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

4 (Plaintiffs Hamid Tabrizi and PAGA Plaintiffs Against All Defendants)

5 43. Plaintiffs and PAGA Plaintiffs incorporate and re-alleges by reference all paragraphs, and  
6 each and every part thereof, of this Complaint, with the same force and effect as though set forth at  
7 length herein.

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

18 45. Moreover, California Labor Code § 512 provides: An employer may not employ an  
19 employee for a work period of more than five hours per day without providing the employee with a  
20 meal period of not less than 30 minutes, except that if the total work period per day of the employee  
21 is no more than six hours, the meal period may be waived by mutual consent of both the employer  
22 and employee. An employer may not employ an employee for a work period of more than 10 hours  
23 per day without providing the employee with a second meal period of not less than 30 minutes,  
24 except that if the total hours worked is no more than 12 hours, the second meal period may be waived  
25 by mutual consent of the employer and the employee only if the first meal period was not waived.

26 46. Orders of the Industrial Welfare Commission applies to Plaintiffs and PAGA Plaintiffs'  
27 employment and mandates that employers provide all applicable meal and/or rest periods to non-  
28 exempt employees.

1 47. By failing to consistently provide uninterrupted and unrestricted meal periods and to provide  
2 uninterrupted rest periods to its non-exempt personnel, Defendant violated California Labor Code  
3 §§ 226.7 and/or 512, and portions of the applicable IWC Wage Order.

4 48. By failing to pay Plaintiffs and PAGA Plaintiffs penalties in accordance with the California  
5 Labor Code and applicable wage order, Defendants, and each of them, have violated the  
6 aforementioned Labor Codes and wage order.

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

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

12 51. Plaintiffs and PAGA Plaintiffs have been deprived of their rightfully earned compensation  
13 for meal and rest breaks as a direct and proximate result of Defendants' failure and refusal to pay  
14 said compensation.

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

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

19  
20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PROVIDE PAID SICK LEAVE**

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

23 (Plaintiffs Hamid Tabrizi, and PAGA Plaintiffs Against All Defendants)

24 54. Plaintiffs 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 55. Plaintiffs allege that labor code section 246(a) requires that "an employee who, on or after  
28 July 1, 2015, works in California for the same employer for 30 or more days within a year from

1 the commencement of employment is entitled to paid sick days as specified in this section.” Labor  
2 Code section 246(b)(1) provides, in pertinent part, that “an employee shall accrue paid sick days at  
3 the rate of not less than one hour per every 30 hours worked, beginning at the commencement of  
4 employment or the operative date of this article, whichever is later.

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

8 57. Plaintiffs and PAGA Plaintiffs further demands reasonable attorneys’ fees and costs for  
9 enforcing this action in an amount not yet ascertained.

10 58. Additionally, pursuant to Labor Code § 2699, Plaintiffs and PAGA Plaintiffs seek to recover  
11 from Defendants, penalties, attorneys’ fees, and costs.

12  
13 **THIRD CAUSE OF ACTION**

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

15 **LABOR CODE 246 ET SEQ.**

16 (Plaintiffs Hamid Tabrizi, and PAGA Plaintiffs Against All Defendants)

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

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

27 25. However, such information was not listed on Plaintiffs and/or PAGA Plaintiffs paystubs nor in  
28 a separate writing given to them on their pay days, or ever. Upon information and belief,

1 Defendants knowingly and intentionally failed to provide such written notice in violation of Labor  
2 Code section 246.

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

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

7  
8 **FOURTH CAUSE OF ACTION**

9 **FAILURE TO PAY OVERTIME WAGES**

10 **LABOR CODE §510 ET SEQ.**

11 (Plaintiffs Hamid Tabrizi, and PAGA Plaintiffs Against All Defendants)

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

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

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

22 66. At all times relevant, Plaintiffs were non-exempt employees and were entitled to receive  
23 overtime pay.

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

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

28 69. As a proximate result of Defendant's violations of the aforementioned Labor Codes

1 Plaintiffs and PAGA Plaintiffs are entitled to unpaid overtime wages, interest, and penalties in an  
2 amount to be proven.

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

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

7  
8 **FIFTH CAUSE OF ACTION**  
9 **FAILURE TO PAY FINAL WAGES**  
10 **LABOR CODE §§ 201, 202, 203**

11 (Plaintiffs Hamid Tabrizi, and PAGA Plaintiffs Against All Defendants)

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

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

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

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

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

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

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

7  
8 **SIXTH CAUSE OF ACTION**

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

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

11 (Plaintiffs Hamid Tabrizi, and PAGA Plaintiffs Against All Defendants)

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

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

1 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay  
2 and the total hours worked for each temporary services assignment. The deductions made from  
3 payment of wages shall be recorded in ink or other indelible form, properly dated, showing the  
4 month, day, and year, and a copy of the statement and the record of the deductions shall be kept on  
5 file by the employer for at least three years at the place of employment or at a central location within  
6 the State of California. For purposes of this subdivision, "copy" includes a duplicate of the itemized  
7 statement provided to an employee or a computer-generated record that accurately shows all of the  
8 information required by this subdivision."

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

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

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

24 84. Cal. Labor Code §1174 requires Defendants to maintain and preserve, in centralized  
25 location, among other items, records showing the names and addresses of all employees employed,  
26 payroll records showing the hours worked daily by and the wages paid to its employees. Defendants  
27 have knowingly and intentionally failed to comply with Cal. Labor Code §1174. Defendants' failure  
28 to comply with Cal. Labor Code §1174 is unlawful pursuant to Cal. Labor Code §1175. By their

1 failure to accurately report Plaintiffs and PAGA Plaintiffs's hourly, overtime, and commission  
2 wages earned for the hours worked, Defendants knowingly and intentionally failed to comply with  
3 Cal. Labor Code §1174. Defendants' failure to comply with Cal. Labor Code §1174 is unlawful  
4 pursuant to Cal. Labor Code §1175.

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

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

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

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

21  
22 **SEVENTH CAUSE OF ACTION**

23 **FAILURE TO PAY WAGES WHEN DUE**

24 **LABOR CODE §204**

25 (Plaintiffs Hamid Tabrizi, and PAGA Plaintiffs Against All Defendants)

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

1 90. California Labor Code § 204 provides, in part: Labor performed between the 1<sup>st</sup> and 15<sup>th</sup>  
2 days, inclusive, of any calendar month shall be paid for between the 16<sup>th</sup> and the 26<sup>th</sup> day of the  
3 month during which the labor was performed, and labor performed between the 16<sup>th</sup> and the last  
4 day, inclusive, of any calendar month, shall be paid for between the 1<sup>st</sup> and 10<sup>th</sup> day of the following  
5 month.

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

10 92. During the time that Plaintiffs and PAGA Plaintiffs was employed by Defendants, Plaintiffs  
11 and PAGA Plaintiffs routinely worked in excess of eight hours per day and 40 hours per work week.

12 93. By failing to pay Plaintiffs and PAGA Plaintiffs overtime wages and commissions earned  
13 when due, Defendants, and each of them, have violated the aforementioned Labor Codes.

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

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

19  
20 **EIGHTH CAUSE OF ACTION**

21 **FAILURE TO REIMBURSE EMPLOYEE FOR NECESSARY**

22 **EXPENDITURES AND LOSSES**

23 **LABOR CODE § 2802**

24 (Plaintiffs Hamid Tabrizi, and PAGA Plaintiffs Against All Defendants)

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

28 97. Cal. Lab. Code § 2802 provides, in relevant part, that: An employer shall indemnify his or

1 her employee for all necessary expenditures or losses incurred by the employee in direct  
2 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the  
3 employer, even though unlawful, unless the employee, at the time of obeying the directions, believed  
4 them to be unlawful.

5 98. At all relevant times herein, Defendants violated Cal. Lab. Code § 2802, by failing to  
6 indemnify and reimburse Plaintiffs for required expenses incurred in the discharge of her job duties  
7 for Defendant's benefit.

8 99. Specifically, Defendants failed to reimburse Plaintiffs for expenses which included, but were  
9 not limited to, costs related travel and office expenses, all on behalf of and for the benefit of  
10 Defendants. Defendants are estopped by Defendant's conduct to assert any waiver of this  
11 expectation.

12 100. Although these expenses were necessary expenses incurred by Plaintiffs, Defendants failed  
13 to indemnify and reimburse Plaintiffs for these expenses as an employer is required to do under the  
14 laws and regulations of California.

15 101. Plaintiffs therefore demands reimbursement for expenditures or losses incurred by Plaintiffs  
16 in the discharge of her job duties for Defendant, or their obedience to the directions of Defendants,  
17 with interest at the statutory rate and costs under Ca. Lab. Code §2802.

18  
19 **NINTH CAUSE OF ACTION**

20 **UNFAIR BUSINESS PRACTICES**

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

22 (Plaintiffs Hamid Tabrizi, and PAGA Plaintiffs Against All Defendants)

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

25 103. By violating the foregoing statutes and regulations, Defendants' fraudulent and deceptive  
26 practices as alleged also constitute an on-going and continuous unfair business practice within the  
27 meaning of Cal. Business & Professions Code §17200 et seq. Such practices include, but are not  
28 limited to, failure to pay overtime wages and wages due upon termination, and failing to provide

1 meal and rest breaks and/or pay premium pay in accordance with the California Labor Code.  
2 Moreover, Cal. Labor Code §226(a) requires Defendants to itemize in wage statements all  
3 deductions from payment of wages and to accurately report total hours worked by Plaintiffs.  
4 Defendants have knowingly and intentionally failed to comply with Cal. Labor Code §226(a) on  
5 each and every wage statement that should reflect all of the hours worked by Plaintiffs and should  
6 have been provided to Plaintiffs.

7 104. Cal. Labor Code §1174 requires Defendants to maintain and preserve, in a centralized  
8 location, among other items, records showing the names and addresses of all employees employed,  
9 payroll records showing the hours worked daily by and the wages paid to its employees. Defendants  
10 have knowingly and intentionally failed to comply with Cal. Labor Code §1174. Defendants', and  
11 each of them, failure to comply with Cal. Labor Code §1174 is unlawful pursuant to Cal. Labor  
12 Code §1175. By their failure to accurately report Plaintiffs' hourly and overtime wages earned for  
13 the hours worked, Defendants knowingly and intentionally failed to comply with Cal. Labor Code  
14 §1174. Defendants', and each of them, failure to comply with Cal. Labor Code §1174 is unlawful  
15 pursuant to Cal. Labor Code §1175.

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

24 106. Defendants' violation of the foregoing statutes and regulations constitutes a business  
25 practice because it was done repeatedly over a significant period of time and in a systemic manner  
26 to the detriment of Plaintiffs.

27 107. Each Defendant's acts and omissions described above violate the Cal. Labor Codes.

28 108. Each Defendant's conduct as described herein constitutes unlawful business practices within

1 the meaning of the Business & Professions Code §§17200 et seq.

2 109. As a consequence of Defendants' unfair business practices, Plaintiffs have suffered damages  
3 and request damages and/or restitution of all monies and profits to be disgorged from Defendants in  
4 an amount of not less than \$25,000.00.

5  
6 **TENTH CAUSE OF ACTION**

7 **VIOLATION OF PENAL CODE §496**

8 **CIVIL THEFT**

9 (Plaintiffs Hamid Tabrizi, and PAGA Plaintiffs Against All Defendants)

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

12 111. One who gains a thing by fraud, accident, mistake, undue influence, the violation of a trust,  
13 or other wrongful act, is, unless he or she has some other and better right thereto, an involuntary  
14 trustee of the thing gained, for the benefit of the person who would otherwise have had it. (Cal. Civ.  
15 Code §2224). In the course of and by virtue of the above-avverred acts, Defendant at the  
16 authorization, direction and/or with the participation of Defendants, who fraudulently converted and  
17 used Plaintiffs' and PAGA Plaintiff's earned wages for its own use and exclusive benefit and with  
18 the intent to deprive Plaintiffs and aggrieved employees of its use of the monies.

19 112. Any person who uses fraud or deceit to obtain possession to money, labor, or real personal  
20 property is guilty of theft by trick. (Cal. Penal Code §484).

21 113. Defendants' actions as described above constitute violations of Penal Code §496. As a result  
22 of Defendants' violation of Penal Code §496, Plaintiffs are entitled to an award of treble damages,  
23 costs of suit and reasonable attorney's fees. (Penal Code Section 496 (c); Siry Inv. v.  
24 Farkhondehpour, 13 Cal.5th 333, 296 Cal. Rptr. 3d 1, 513 P.3d 166 (Cal. 2022)).

25 114. As a direct and proximate result of Defendants' action, Plaintiffs have suffered and  
26 continues to suffer actual damages in the amount to be proven at trial, but which include among  
27 other things, the value of the monies that is entrusted to Defendant, interest, attorney's fees and  
28 costs.

1 115. Defendants and DOES 1 through 50 were aware that Behzadi planned to and did engage in  
2 the foregoing wrongful conduct.

3 116. Defendants and DOES 1 through 50 and Behzadi's conduct collectively were a substantial  
4 factor in causing harm to Plaintiff.

5 117. Defendants and DOES 1 through 50 and Behzadi have proximately caused harm to Plaintiff  
6 and are therefore jointly and severally liable for such harm.

7  
8 **ELEVENTH CAUSE OF ACTION**

9 **VIOLATION OF 487M OF PENAL CODE (AB 1003)**

10 **WAGE THEFT**

11 (Plaintiffs Hamid Tabrizi, and PAGA Plaintiffs Against All Defendants)

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

14 119. Notwithstanding Sections 215 and 216 of the Labor Code, the intentional theft of wages in  
15 an amount greater than nine hundred fifty dollars (\$950) from any one employee, or two thousand  
16 three hundred fifty dollars (\$2,350) in the aggregate from two or more employees, by an employer  
17 in any consecutive 12-month period may be punished as grand theft. For purposes of this section,  
18 "theft of wages" is the intentional deprivation of wages, as defined in Section 200 of the Labor  
19 Code, gratuities, as defined in Section 350 of the Labor Code, benefits, or other compensation, by  
20 unlawful means, with the knowledge that the wages, gratuities, benefits, or other compensation is  
21 due to the employee under the law. (Cal. Penal Code. Section 487m, AB 1003)

22 120. In the course of and by virtue of the above-averred acts, Defendant at the authorization,  
23 direction and/or with the participation of Defendants, who fraudulently deducted and used Plaintiffs'  
24 earned wages for its own use and exclusive benefit and with the intent to deprive Plaintiffs of its use  
25 of the monies.

26 121. Defendants and DOES 1 through 50 were aware that Behzadi planned to and did engage in  
27 the foregoing wrongful conduct.

28 122. Defendants and DOES 1 through 50 and Behzadi's conduct collectively were a substantial

1 factor in causing harm to Plaintiff Hamid Tabrizi.

2 123. Defendants and DOES 1 through 50 and Behzadi have proximately caused harm to Plaintiff  
3 and are therefore jointly and severally liable for such harm.

4  
5 **TWELFTH CAUSE OF ACTION**

6 **INDIVIDUAL AND REPRESENTATIVE CLAIM FOR PAGA PENALTIES AND**  
7 **WAGES**

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

9 (Plaintiffs Hamid Tabrizi, and PAGA Plaintiffs Against All Defendants)

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

13 125. Pursuant to law, Plaintiffs provided written notices to the LWDA and Defendants of the  
14 specific violations of the California Labor Code Defendants have violated and continue to violate.

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

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

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

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

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

4 131. Labor Code § 2699, *et seq.* imposes upon culpable Defendants penalties for violating the  
5 Labor Code.

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

16 133. Plaintiffs seek penalties for Defendants' misconduct as alleged herein as permitted by law.

17 134. Specifically, Plaintiffs seek penalties under Labor Code § 2699, for the following: Violations  
18 of California Labor Code §§ 201, 201.3, 202, 203, 204 and/or 204b, 210, 216, 218, 218.5, 223,  
19 225.5, 226, 226.3, 226.6, 226.7, 246, 246.5, 247, 247.5, 248.5, 432, 510, 512, 558, 970, 1174,  
20 1174.5, 1175, 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, 2804, 2810.3, and 2810.5 via 2698  
21 and 2699.

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

26 ///

27 ///

28 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs and PAGA Plaintiffs prays as follows:

3 **AS TO ALL CAUSES OF ACTION**

- 4 1. For damages in an amount to be proven, including lost wages and overtime wages, general  
5 and compensatory damages and penalties in an amount in excess of the minimum  
6 jurisdictional limits of this court;
- 7 2. For attorney fees as authorized by law;
- 8 3. For costs of suit incurred;
- 9 4. For prejudgment interest;
- 10 5. For such other and further relief as this court may deem just and proper.
- 11 6. Damages in an amount of not less than \$25,000.00.
- 12 7. An amount not less than \$500,000.00

13

14 **DEMAND FOR JURY TRIAL**

15 Plaintiffs hereby demands trial by jury in this action of all claims asserted against all  
16 Defendants as permitted by law.

17

18 DATED: October 25, 2023

AZADEGAN LAW GROUP, APC.

19

20 By: Michael Yellin

21 Michael Yellin  
22 RAMIN AZADEGAN, ESQ.  
23 MICHAEL M. YELLIN, ESQ.  
24 Attorneys for Plaintiff,  
25 HAMID TABRIZI, AND  
26 PAGA PLAINTIFFS  
27  
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