

SHAKOURI LAW FIRM

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

Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

SUPERIOR COURT OF KERN COUNTY

SCARLETT EDWARDS, on behalf of
herself and other aggrieved employees

Plaintiff,

v.

NOMAD NURSES, INC.; and DOES 1-
20, inclusive

Defendants.

Case No: BCV-23-103520

REPRESENTATIVE ACTION COMPLAINT:

**1. VIOLATION OF CALIFORNIA LABOR
CODE § 2699, ET SEQ. (PRIVATE
ATTORNEYS GENERAL ACT)**

[AMOUNT DEMANDED EXCEEDS \$25,000.00]

1 Plaintiff Scarlett Edwards (“Plaintiff”), an individual, on behalf of herself and all other
2 aggrieved employees, as defined below, hereby alleges the following facts and claims against
3 Defendant Nomad Nurses, Inc. (“Defendant”), a Delaware Corporation; and Does 1-20
4 (collectively “Defendants”).

5 **JURISDICTION AND VENUE**

6 1. This Court has jurisdiction over Defendant because it is a corporation with
7 sufficient minimum contacts in California and/or because it intentionally availed and continues
8 to avail itself of the California market so as to render the exercise of jurisdiction over it by the
9 California courts consistent with traditional notions of fair play and justice.

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

14 **PARTIES**

15 3. At all relevant times mentioned herein, Plaintiff was a nurse and a resident of the
16 State of Texas.

17 4. Upon information and belief, Defendant Nomad is an employment staffing agency
18 and is, and at all times herein mentioned was, a Delaware corporation duly authorized to do
19 business in California. In particular, Defendant Nomad employs, compensates and assigns
20 healthcare professionals to work at various kinds of healthcare facilities throughout California.

21 5. The true names or capacities, whether individual, associate or otherwise, of Does
22 1-20, inclusive, are unknown to Plaintiff and, therefore, Plaintiff sues these doe defendants by
23 such fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to allege
24 such names and capacities as soon as they are ascertained. Upon information and belief, each of
25 these fictitiously named defendants is responsible in some manner for the occurrences alleged
26 herein, and Plaintiff’s injuries and damages as alleged and set forth herein were proximately
27 caused by such fictitiously named defendants.
28

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

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

12 8. Plaintiff is bringing these claims under the Private Attorneys General Act of 2004,
13 Labor Code § 2698, et seq. (“PAGA”) on behalf of herself and all others who worked or work
14 for Defendant inside California and were subject to the violations alleged herein during the
15 applicable recovery period (“Aggrieved Employees”). Aggrieved Employees includes Plaintiff.

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

1 **FACTUAL ALLEGATIONS**

2 10. Defendant hired, paid and assigned Plaintiff to work for Shasta Regional Medical
3 Center in Redding, California, as a non-exempt, hourly-paid travel nurse for an approximately
4 13-week contract assignment from on or about February 20, 2023 until on or about May 20, 2023.
5 Defendant ended Plaintiff's assignment on or about April 21, 2023. Plaintiff is no longer
6 employed by Defendant. During her assignment, Plaintiff was assigned to work, and did typically
7 work, 12-hour shifts.

8
9 **I. Defendant's Failure to Take "Travel Stipends" into Account in Determining**
10 **Overtime Rates**

11 11. Under Labor Code § 200, "wages" consist of "all amounts for labor performed by
12 employees of every description, whether the amount is fixed or ascertained by the standard of
13 time, task, piece, commission basis, or other method of calculation." In California, overtime is
14 computed based on the regular rate of pay. The regular rate of pay includes many different kinds
15 of remuneration, including hourly earnings, salary, piece work earnings, commissions, certain
16 bonuses, and the value of meals and lodging.

17 12. During the relevant period, Defendant has had a policy and/or practice of
18 adjusting "travel stipends" it promises to Aggrieved Employees, including housing, meal and/or
19 incidental payments, based on number of hours or shifts they work in a given workweek. For
20 instance, pursuant to Plaintiff's employment agreement with Defendant titled "Placement
21 Agreement," Defendant promised to pay Plaintiff a base rate of \$49.06 an hour, and \$1,099 per
22 week for her "Per Diem and Housing" stipends. However, Plaintiff's employment agreement
23 allowed for the proration of Plaintiff's Per Diem and Housing stipends for each shift missed by
24 her, thereby making the promised travel stipends adjustable. Defendant then failed to include
25 Plaintiff's so-called "travel stipends" in her regular rate of pay in order to determine her proper
26 overtime and double-time rates of pay.

27 13. Thus, Defendant's promised travel stipends are not intended to reimburse
28 Aggrieved Employees for their housing, meal or incidental expenses, but are, in fact, a form of

1 wages. Despite the fact that the amount of the promised travel stipends are based upon, and vary
2 with, the number of weekly hours and/or shifts worked by Aggrieved Employees, and thus are
3 actually a form of wages, during the applicable recovery period Defendant has had a policy and/or
4 practice of not including the value of those travel stipends, including those for housing, meals
5 and/or incidentals, whether paid in cash or in kind, in Aggrieved Employees' regular rates of pay
6 for the purposes of calculating their overtime or double-time pay.

7 **II. Defendant's Failure to Take Non-Discretionary Bonuses into Account in**
8 **Determining Overtime Rates**

9 14. Non-discretionary bonuses are considered wages under Labor Code § 210, and
10 thus, must be included in the regular rate of pay to determine the overtime and double rates of
11 pay. During the applicable recovery period, Defendant has had a policy and/or practice of not
12 including earned non-discretionary bonuses, such as completion bonuses, as part of the
13 Aggrieved Employees' regular rates of pay in determining their overtime or double-time pay.

14 **III. Defendant's Failure to Pay for All Hours Worked, Including Failure to Pay**
15 **Minimum Wage and Overtime Wages**

16 15. In California, an employer is required to compensate its non-exempt employees
17 for all hours worked pursuant to the Applicable Wage Orders and Labor Code §§ 200, 223, 226,
18 500, 510, 1197 and 1198. Furthermore, under Labor Code §§ 1194, 1194.2, and 1197, it is
19 unlawful for an employer to suffer or permit a California employee to work without paying at
20 least minimum wage for all time worked as required by the Applicable Wage Orders.

21 16. During the applicable recovery period, Defendant has had a policy and/or practice
22 of requiring Aggrieved Employees to take and complete online training/orientation courses (or
23 modules), which are client-specific, without compensating them for such time. Under California
24 law, the time spent attending these training/orientation courses is compensable because, among
25 other things, they are not voluntary and are directly related to employees' jobs as they are
26 designed to make employees handle their jobs more effectively as opposed to training them for
27 another job or a new or additional skill. By failing to compensate Aggrieved Employees for time
28 spent reviewing and/or completing online competency/training/orientation courses (or modules)

1 that are facility-specific, among other things, Defendant failed to pay these Aggrieved Employees
2 their promised rates of pay, or even minimum wage and, depending on the hours worked that
3 day, overtime.

4 17. Moreover, Defendant failed to compensate Aggrieved Employees for all their
5 worked hours by engaging in improper rounding and auto-deduct practices with respect to meal
6 breaks, so that when Aggrieved Employees worked during their meal breaks, Defendants failed
7 to pay them for such time.

8 18. In violation of California law, Defendant has failed to perform their obligations
9 to compensate Aggrieved Employees for all wages earned and all worked hours. As a direct result,
10 Aggrieved Employees have suffered, and continue to suffer, substantial losses related to the use
11 and enjoyment of such wages, lost interest on such unpaid wages, incurred expenses and
12 attorneys' fees in seeking to compel Defendant to fully perform its obligations under California
13 law.

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

19 **IV. Defendant's Failure to Authorize and/or Permit Lawful Meal Breaks**

20 20. During the applicable recovery period, Defendant has had a policy and/or practice
21 of not authorizing or permitting Plaintiff and other Aggrieved Employees to take lawful meal or
22 rest breaks under California law.

23 21. Labor Code §512 provides, "[a]n employer may not employ an employee for a
24 work period of more than five hours per day without providing the employee with a meal period
25 of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an
26 employee to work during any meal or rest period mandated by an applicable order of the
27 Industrial Welfare Commission."
28

1 22. During the applicable recovery period, Plaintiff and Aggrieved Employees
2 regularly worked in excess of 5-hour work periods without being authorized and/or permitted to
3 take a lawful first and/or second meal break, as required by Labor Code §§226.7, 512 and the
4 applicable wage orders, due to, among other reasons, work overload and understaffing.

5 23. During the applicable recovery period, Defendant failed to pay Aggrieved
6 Employees' wages mandated by Labor Code §226.7(b) for these unlawful meal breaks.

7 **V. Defendant's Failure to Authorize and/or Permit Rest Breaks**

8 24. During the applicable recovery period, Defendant has had a policy and/or practice
9 of not authorizing and/or permitting Plaintiff and other Aggrieved Employees to take lawful rest
10 breaks under California law.

11 25. California Labor Code §226.7(a) provides, "No employer shall require any
12 employee to work during any meal or rest period mandated by an applicable order of the
13 Industrial Welfare Commission." The applicable Wage Orders require that an employer authorize
14 or permit non-exempt employees to take a rest break that must, insofar as practicable, be taken
15 in the middle of each work period. The rest break is based on the total hours worked daily and
16 must be at the minimum rate of a net ten consecutive minutes for each four-hour work period, or
17 major fraction thereof.

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

24 27. During the applicable recovery period, Defendant did not authorize and/or permit
25 Plaintiff and other Aggrieved Employees to take lawful rest breaks and failed to pay premium
26 wages mandated by Labor Code § 226.7(b), due to, among other reasons, work overload and
27 understaffing.
28

1 28. Aggrieved Employees are entitled to recover one additional hour of pay at their
2 regular rate of compensation for each workday that a rest break was not authorized and/or
3 permitted by Defendant. Aggrieved Employees are also entitled to their costs and reasonable
4 attorneys' fees, according to proof and to interest on all due and unpaid wages at the legal rate of
5 interest.

6 **VI. Defendant's Failure to Reimburse Necessary Expenditures**

7 29. An employer is required to reimburse its employees for all necessary expenditures
8 incurred by the employee in direct consequence of the discharge of his or her job duties or in
9 direct consequence of his or her obedience to the directions of the employer. Labor Code §§2800
10 and 2802.

11 30. During the applicable recovery period, Defendant failed to reimburse Aggrieved
12 Employees for costs incurred for using their cell phones for work purposes, such as submission
13 of their time cards to Defendant, and for costs incurred for traveling to and from assignments,
14 such as costs of their flights and luggage, transportation to and from the airport, and/or mileage,
15 as well as other expenses the Aggrieved Employees incurred on behalf of Defendant for which
16 they were not reimbursed.

17 **VII. Defendant's Failure to Timely Pay Wages on Regular Pay Days**

18 31. As alleged above, during the applicable recovery period, Defendant failed to pay
19 Plaintiff and other Aggrieved Employees all wages owed to them to this date. By failing to pay
20 wages on their regular paydays, Defendant violated Labor Code § 204(a), and thus owes penalties
21 under Labor Code § 210.

22 32. Labor Code § 210 specifically provides that every person who fails to pay the
23 wages of an employee in a timely manner (pursuant to Labor Code §§ 201.3, 204, 204b, 204.1,
24 204.2, 205, 205.5, and 1197.5) or withholds wages due an employee (pursuant to Labor Code §
25 223) shall be subject to a civil penalty as follows: (a) For any initial violation, \$ 50 for each
26 failure to pay each employee; (b) For each subsequent violation, or any willful or intentional
27 violation, \$100 for each failure to pay each employee, plus 25 percent of the amount unlawfully
28 withheld.

1 **VIII. Defendant's Failure to Pay Wages Due Upon Termination**

2 33. An employee who is discharged must be paid all of his or her wages, including
3 accrued vacation, immediately at the time of termination. (Labor Code §§ 201 and 227.3.)
4 Pursuant to Labor Code § 202 (a), “[i]f an employee not having a written contract for a definite
5 period quits his or her employment, his or her wages shall become due and payable not later than
6 72 hours thereafter.”

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

11 35. While employed by Defendant, Plaintiff and Aggrieved Employees were entitled
12 to compensation for the violations set forth herein. Defendant failed to pay all wages due to the
13 Plaintiff and other Aggrieved Employees who separated from Defendant, by failing to pay for,
14 among other things, all hours worked, overtime and double-time, and premium wages for
15 unlawful meal and rest breaks. Defendant is required to compensate these Aggrieved Employees
16 for all their unpaid wages earned and an additional penalty equal to the daily earnings of such
17 employees up to an amount equal to those owed for 30 days of work.

18 36. Defendant willfully failed to pay Plaintiff and other Aggrieved Employees who
19 are no longer employed by it all compensation due upon termination of employment as required
20 by Labor Code §§ 201 and 202. Pursuant to § 203, Aggrieved Employees who are no longer
21 employed by Defendant are now also entitled to recover up to thirty (30) days of wages due to
22 Defendant's "willful" failure to comply with the statutory requirements of Labor Code §§ 201
23 and 202.

24 **IX. Defendant's Failure to Furnish Accurate Wage Statements**

25 37. This claim is brought under Labor Code § 226(a), which sets forth reporting
26 requirements for an employer when paying wages, including that every employer shall furnish
27 each of his or her employees an itemized statement in writing showing, among other things, (1)
28 gross wages earned, (2) total hours worked by the employee, (3) net wages earned, (4) all

1 applicable hourly rates in effect during the pay period, (5) the corresponding number of hours
2 worked at each hourly rate, and (6) the name and address of the legal entity that is the employer.

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

9 39. Defendant failed to provide Plaintiff and Aggrieved Employees with paycheck
10 deduction statements accurately displaying the information required by Labor Code § 226(a).

11 40. As a direct and proximate result of Defendant's conduct as alleged above, Plaintiff
12 and other Aggrieved Employees affected by said violations are each entitled to a civil penalty of
13 \$50 for the initial pay period and \$100 for each subsequent pay period in which Defendant
14 violated the reporting requirements of Labor Code § 226, up to a maximum of \$4,000.
15 Additionally, under Labor Code § 226.3, Defendant is subject to a civil penalty in the amount of
16 \$250 per Aggrieved Employee per violation in an initial citation and \$1,000 per Aggrieved
17 Employee for each violation in a subsequent citation, for which it failed to provide them a wage
18 deduction statement or fails to keep their wage statements as required under Labor Code § 226(a).

19 41. Plaintiff will seek penalties as permitted under Labor Code § 226 for each
20 violation. Further, Plaintiff will seek recovery of civil penalties under Labor Code §§ 226.3, 558
21 and 2698, *et seq.*

22 **X. Defendant Changed the Aggrieved Employees' Rates of Pay Mid-Assignment in**
23 **Violation of Labor Code section 970**

24 42. California Labor Code section 970 prohibits employers from influencing or
25 persuading an employee to relocate from one place to another for work, by means of knowingly
26 false misrepresentations regarding, among other things, the kind, character, or existence of such
27 work; the length of time such work will last; or the compensation therefor.

1 43. Defendant made representations to the Aggrieved Employees concerning the kind
2 or character of the work, the length of time the work would last, or the compensation therefor.

3 44. Defendant's representations were false, and Defendant knew they were false when
4 made.

5 45. Defendant intended that the Aggrieved Employees would rely on its false
6 representations.

7 46. The Aggrieved Employees reasonably relied on Defendant's false representations
8 and relocated for the purpose of working for Defendant.

9 47. As a result of Defendant's representations, the Aggrieved Employees were harmed,
10 and their reliance on the Defendant's representations was a substantial factor in causing such
11 harm.

12 48. In addition and without limitation, Plaintiff further seeks any and all penalties on
13 behalf of herself and the Aggrieved Employees which are otherwise capable of being collected
14 under Labor Code § 558 and PAGA. This includes each of the following, as is set forth in Labor
15 Code § 2699.5, which states:

16
17 The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation
18 of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
19 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205,
20 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221,
21 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227,
22 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of
23 Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and
24 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510,
25 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5,
26 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5,
27 and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1,
28 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.

FIRST CAUSE OF ACTION

Violation of California Labor Code § 2699, Et Seq.

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

50. Plaintiff brings her first and only cause of action as a representative action on behalf of herself and other aggrieved employees in the capacity as private attorneys general pursuant to the PAGA.

51. Plaintiff was employed by Defendant and the Labor Code violations alleged herein were committed against them during their time of employment. Plaintiff and the other Aggrieved Employees of Defendant are therefore “aggrieved employees” as defined by Labor Code §2699(c) in that they are all current or former non-exempt employees of Defendant in California, and one or more of the alleged violations were committed against them.

52. Defendant committed violations of the Labor Code against Plaintiff and the Aggrieved Employees as alleged in this Complaint, including, but not limited to, the following:

- a. Failing and continuing to fail to pay for all hours worked in violation of Labor Code §§ 200, 223, 226, 500, 1197, 1198, and the Applicable Wage Orders;
- b. Willfully failing and continuing to fail to pay minimum wage for all hours worked in violation of Labor Code §§ 1194 and 1197 and the Applicable Wage Orders;
- c. Failed and continuing to fail to pay overtime rates for all overtime hours worked in violation of Labor Code §§ 510 and 1194 and the Applicable Wage Orders;
- d. Failed and continuing to fail to authorize and/or permit lawful meal breaks in violation of Labor Code §§ 226.7 and 512 and the Applicable Wage Orders;
- e. Failed and continuing to fail authorize and/or permit lawful rest breaks in violation of Labor Code §§ 226.7 and the Applicable Wage Orders;
- f. Failed and continuing to fail to reimburse for all business-related expenditures in violation of Labor Code § 2802;

- 1 g. Failed and continuing to fail to pay wages on regular pay days in violation of
2 Labor Cod § 204, and thus resulting in penalties owed under Labor Code § 210;
3 h. Failed and continuing to fail to timely furnish complete and accurate itemized
4 wage statements in violation of Labor Code § 226 and the Applicable Wage
5 Orders;
6 i. Willfully failed to pay, without abatement or reduction, all final wages owed in
7 accordance with Labor Code §§ 201 or 202 and in violation of Labor Code § 203;
8 and;
9 j. Making representations in violation of Labor Code § 970 which caused harm to
10 the Aggrieved Employees.

11 53. On May 19, 2023, Plaintiff sent a written notice to Defendant Nomad and the
12 Labor and Workforce Development Agency (“LWDA”) notifying them of the specific violations
13 and the facts and theories supporting those violations. More than 65 days have passed since the
14 date the notice was mailed to Defendant and LWDA. A true and correct copy of Plaintiff’s written
15 notice to Defendant and the LWDA is attached hereto as “Exhibit 1,” which Plaintiff incorporates
16 by reference as though fully set forth herein.

17 54. Plaintiff, individually and on behalf of the Aggrieved Employees and the State of
18 California, seeks to recover all civil penalties and all underpaid wages allowed under Labor Code
19 §§ 558, 2698, 2699, 2699.3 and 2699.5 for which Defendant is liable as a result of its violations
20 of the Labor Code during the applicable recovery period, all in an amount to be proven at trial.
21 These include, but are not limited to, penalties pursuant to Labor Code § 210 for violations of
22 Labor Code §§ 201, 202, 203 and 204; penalties pursuant to Labor Code § 226.3 for violations
23 Labor Code § 226 and the Applicable Wage Orders; penalties and underpaid wages pursuant to
24 Labor Code § 558, including an amount sufficient to recover underpaid wages due for violations
25 of the Labor Code §§ 226.7 and 558 and the Applicable Wage Orders; penalties for violation of
26 Labor Code § 970; and penalties pursuant to Labor Code § 1197.1 for violations Labor Code §§
27 1182, 1182.12, and 1198 and the Applicable California Wage Orders.
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1. For the imposition of all civil penalties allowed under the Labor Code;
2. For statutory attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and
3. For such other relief and remedies, whether in law or equity, that the Court deems

1. For the imposition of all civil penalties allowed under the Labor Code;
2. For statutory attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and
3. For such other relief and remedies, whether in law or equity, that the Court deems

Dated: October 19, 2023

SHAKOURI LAW FIRM

By: Ashkan Shakouri
Ashkan Shakouri
Attorneys for Plaintiff