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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

POUL BEDRI, an individual;

Plaintiff,

vs.

CITY OF HOPE NATIONAL MEDICAL
CENTER, a California non-profit corporation;
and DOES 1 through 50,

Defendants.

Case No.: 23STCV23713

**FIRST AMENDED COMPLAINT FOR
DAMAGES AND PENALTIES:**

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) **OVERTIME WAGE VIOLATIONS
(LABOR CODE §§ 204, 510, 1194,
1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (5) **WAGE STATEMENT PENALTIES
(LABOR CODE § 226);**
- (6) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203); and**
- (7) **CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

1 Plaintiff POUL BEDRI (“Plaintiff”), on behalf of himself and all aggrieved employees,
2 hereby brings this First Amended Complaint for Damages and Penalties (“Complaint”) against
3 Defendants CITY OF HOPE NATIONAL MEDICAL CENTER, a California non-profit
4 corporation, and DOES 1 to 50 inclusive (collectively “Defendants”), and on information and belief
5 alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiff, on behalf of himself and all aggrieved employees, hereby brings this
8 Complaint for recovery of unpaid wages and penalties under California Labor Code §§ 201-204,
9 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698, *et seq.*, and
10 Industrial Welfare Commission (“IWC”) Wage Order 5-2001 (“Wage Order 5”). This Court has
11 jurisdiction over Defendants’ violations of the Labor Code because the amount in controversy
12 exceeds \$25,000.

13 2. Venue is proper in this judicial district because Defendants maintain offices, have
14 agents, and/or transact business in the State of California, including Los Angeles County, and some
15 of the acts and omissions complained of herein occurred in Los Angeles County. Furthermore,
16 Plaintiff was employed by Defendants within Los Angeles County.

17 **PARTIES**

18 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
19 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
20 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
21 Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of
22 herein and has been deprived of the rights guaranteed by Labor Code §§ 201-204, 226, 226.7, 246,
23 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698, *et seq.*, and Wage Order 5.

24 4. Plaintiff is informed and believes, and based thereon alleges, that during the
25 applicable statute of limitations for each cause of action pled herein and continuing to the present,
26 Defendants engage in and continue to engage in business, and employed Plaintiff and other,
27 similarly-situated non-exempt employees within Los Angeles County, and the State of California
28 and, therefore, were (and are) doing business in Los Angeles County and the State of California.

1 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
2 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
3 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
4 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
5 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
6 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
7 and proximately caused Plaintiff, the Classes (as defined below), and Aggrieved Employees (as
8 defined below) to be subject to the unlawful employment practices, wrongs, injuries, and damages
9 complained of herein.

10 6. At all times herein mentioned, each of said Defendants participated in the doing of
11 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
12 Defendants, and each of them, were the agents, servants, and employees of each of the other
13 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
14 within the course and scope of said agency and employment.

15 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
16 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
17 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
18 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
19 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
20 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

21 8. At all times herein mentioned, Defendants, and each of them, were members of, and
22 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
23 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

24 9. At all times herein mentioned, the acts and omissions of various Defendants, and
25 each of them, concurred and contributed to the various acts and omissions of each and all of the
26 other Defendants in proximately causing the injuries and damages as herein alleged.

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1 **FACTUAL ALLEGATIONS**

2 10. Defendants own and operate the City of Hope hospital in Duarte, California. Plaintiff
3 began working for Defendants as a non-exempt employee in the position of Sterile Processing
4 Technician from approximately January 2022 to approximately March 2023.

5 11. Throughout Plaintiff's employment with Defendants, Defendants' timekeeping
6 and/or payroll policies and practices resulted in Plaintiff and other non-exempt employees not being
7 compensated for all hours actually worked. Plaintiff and other non-exempt employees regularly
8 worked more than eight hours in a workday or 40 hours in a workweek. Because of shortages of
9 staffing at the hospital, Defendants required Plaintiff to perform work before his scheduled shifts,
10 after his scheduled shifts, and/or during off-the-clock meal breaks, and failed to compensate him for
11 this time. Upon information and belief, Defendants required other non-exempt employees to
12 perform work before their scheduled shifts, after their scheduled shifts, and/or during off-the-clock
13 meal breaks, and failed to compensate employees for this time. As a result, Plaintiff and other non-
14 exempt employees were not compensated for all earned minimum and overtime wages.

15 12. Defendants also failed to accurately incorporate multiple rates of pay and/or all non-
16 discretionary remuneration into the regular rate of pay. For example, Plaintiff's wage statement for
17 pay period ending ("PPE") January 14, 2023 stated his overtime rate for workweek January 1 to
18 January 7, 2023 as \$32.607143 and for workweek January 8 to January 14, 2023 as \$32.615385.
19 However, the actual overtime rate for both weeks, factoring in Plaintiff's shift differentials, should
20 have been \$32.6225. Defendants also conceded the errors in their regular rate calculation as, on
21 December 16, 2022, they issued a wage statement Plaintiff retroactively correcting his rates of pay
22 for all of 2022. As a result, Plaintiff and other non-exempt employees were issued wage statements
23 with inaccurate rates and hours worked and they not compensated for all earned wages.

24 13. Upon information and belief, Defendant also miscalculated the workday for
25 employees, such as Plaintiff, who worked overnight shifts on occasions by not utilizing a
26 consecutive 24-hour period beginning at the same time each calendar day as required by law, but
27 instead began calculating the workday based on when employees clocked in for their shifts. As a
28 result, Plaintiff and other non-exempt employees were issued wage statements with inaccurate rates

1 and hours worked and they not compensated for all earned wages.

2 13. Defendants failed to provide Plaintiff and other non-exempt employees with all
3 legally compliant meal periods due to Defendants' meal period policies/practices, which have
4 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
5 and/or missed meal periods. Plaintiff was unable to take compliant meal periods because of staffing
6 shortages, regularly took his meal periods after the end of the fifth hour of work, and was not
7 provided with a meal period after working more than 10 hours. Upon information and belief, other
8 non-exempt employees were not able to take their legally compliant meal breaks due to work
9 demands imposed by Defendants and Defendants do not keep accurate records of Plaintiff's and
10 other non-exempt employees' hours worked, including accurate time records showing when
11 employees take their meal periods. On those occasions when Plaintiff and other non-exempt
12 employees were not provided with all legally compliant meal periods to which they were entitled,
13 Defendants failed to fully compensate Plaintiff and other non-exempt employees with the required
14 meal period premium(s) for each workday there was a meal period violation as mandated by Labor
15 Code § 226.7. Defendants also failed to accurately incorporate multiple rates of pay and/or all non-
16 discretionary remuneration into the regular rate of compensation for meal period premiums.

17 14. Plaintiff and other non-exempt employees were not authorized and permitted to take
18 all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to
19 authorize and permit a net 10-minute rest period for every four hours worked, or major fraction
20 thereof. Plaintiff was unable to take rest periods when he worked between 6.01 hours to 10 hours
21 because of staffing shortages and was not authorized and permitted to take a third rest period when
22 he worked more than 10 hours. Upon information belief, other non-exempt employees were not able
23 to take their legally compliant rest breaks due to work demands imposed by Defendants. On those
24 occasions when Plaintiff and other non-exempt employees were not authorized and permitted to
25 take all legally compliant rest periods to which they were entitled, Defendants failed to compensate
26 them with the required rest period premium(s) for each workday there was a rest period violation as
27 mandated by Labor Code § 226.7. Upon information and belief, Defendants maintained no
28 mechanism for the payment of rest period premium payments as required by Labor Code § 226.7, in

1 the event that a legally compliant rest period was not authorized and permitted to their non-exempt
2 employees.

3 15. Additionally, upon information and belief, Defendants violated Labor Code § 246 by
4 failing to accurately incorporate multiple rates of pay and/or all non-discretionary remuneration into
5 the paid sick leave pay rate.

6 16. As a result of Defendants' failure to pay all minimum and overtime wages, failure to
7 pay all meal and rest period premium wages, and unlawful timekeeping and payroll practices as
8 alleged above, Defendants maintained inaccurate payroll records and issued inaccurate wage
9 statements to Plaintiff and other non-exempt employees. As a further result of Defendants' failure to
10 pay all minimum and overtime wages, sick leave wages, and meal and rest period premium wages,
11 Defendants failed to timely pay all final wages to Plaintiff and other former non-exempt employees
12 upon their separation of employment from Defendants.

13 17. Additionally, upon information and belief, the only method Plaintiff and other non-
14 exempt employees had to receive their wages was via direct deposit and they were not provided the
15 option to receive their wages via a live paycheck as required by Labor Code §§ 212 and 213.

16 **FIRST CAUSE OF ACTION**

17 **MINIMUM WAGE VIOLATIONS**

18 **(Against All Defendants)**

19 18. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
20 fully set forth herein.

21 19. Labor Code §§ 1182.12, 1197, and Wage Order 5, § 4 establish the right of
22 employees to be paid minimum wages for all hours worked, in amounts set by state or local law.
23 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
24 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
25 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
26 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its
27 pay practices to the requirements of the law by failing to pay Plaintiff for all hours worked,
28 including, but not limited to, all hours he was subject to the control of Defendants and/or suffered or

1 permitted to work under the Labor Code and Wage Order 5.

2 20. Labor Code § 1198 makes unlawful the employment of an employee under
3 conditions that the IWC prohibits. California Labor Code § 1194(a) and 1194.2(a) provide that an
4 employer who has failed to pay its employees the legal minimum wage is liable to pay those
5 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount
6 equal to the wages due and interest thereon.

7 21. As a consequence of Defendants' non-payment of minimum wages, Plaintiff seeks
8 recovery of the balance of unpaid wages, including interest thereon, statutory penalties, attorneys'
9 fees, and costs of suit according to Labor Code §§ 218.6, 558, 1194, 1194.2, 1199, and Civil Code
10 §§ 3287 and 3289.

11 **SECOND CAUSE OF ACTION**
12 **OVERTIME WAGE VIOLATIONS**
13 **(Against All Defendants)**

14 22. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
15 fully set forth herein.

16 23. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and
17 Wage Order 5, § 3, which provide that non-exempt employees are entitled to all overtime wages
18 and compensation for all overtime hours worked and provide a private right of action for the failure
19 to pay all overtime compensation for overtime work performed.

20 24. At all times relevant herein, Defendants were required to properly compensate non-
21 exempt employees, including Plaintiff, for all overtime hours worked pursuant to Labor Code §
22 1194 and Wage Order 5. Wage Order 5, § 3 requires an employer to pay an employee one and one-
23 half (1½) times and two times the employee's regular rate of pay for overtime and double time
24 hours work. Defendants caused Plaintiff to work overtime hours but failed to compensate him for
25 all overtime hours actually worked.

26 25. As a consequence of Defendants' non-payment of overtime wages, Plaintiff seeks
27 recovery of the balance of unpaid overtime wages, including interest thereon, statutory penalties,
28 attorneys' fees, and costs of suit according to Labor Code §§ 204, 210, 216, 218.6, 510, 1194, 1198,

1 and Civil Code §§ 3287 and 3289.

2 **THIRD CAUSE OF ACTION**

3 **MEAL PERIOD VIOLATIONS**

4 **(Against All Defendants)**

5 26. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
6 fully set forth herein.

7 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
8 in their affirmative obligation to provide all of their non-exempt employees in California, including
9 Plaintiff, with all legally compliant meal periods in accordance with the mandates of the Labor
10 Code and Wage Order 5, § 11.

11 28. Despite Defendants' violations, Defendants did not pay an additional hour of pay to
12 Plaintiff at his regular rates of compensation, in accordance with California Labor Code §§ 204,
13 210, 226.7, and 512.

14 29. As a consequence of Defendants' unlawful meal period practices, Plaintiff seeks
15 recovery of unpaid premium wages for meal period violations including interest thereon, statutory
16 penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, 558, Wage Order 5, and Civil
17 Code §§ 3287 and 3289.

18 **FOURTH CAUSE OF ACTION**

19 **REST PERIOD VIOLATIONS**

20 **(Against All Defendants)**

21 30. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
22 fully set forth herein.

23 31. Labor Code §§ 226.7, 516, 558, and Wage Order 5, § 12 and establish the right of
24 employees to be provided with a rest period of at least 10 minutes for each four-hour period
25 worked, or major fraction thereof. Plaintiff is informed and believes, and based thereon alleges, that
26 despite Defendants' failure to authorize and permit Plaintiff to take all legally compliant rest
27 periods as alleged herein, Defendants did not pay him an additional hour of pay at his respective
28 regular rate for the rest periods that they failed to authorize and permit him to take, as required by

1 Labor Code § 226.7.

2 32. As a consequence of Defendants' unlawful rest period practices, Plaintiff seeks
3 recovery of unpaid premium wages for rest period violations including interest thereon, statutory
4 penalties, and costs of suit, statutory penalties, attorneys' fees, and costs of suit according to Labor
5 Code §§ 226.7, 516, 558, Wage Order 5, and Civil Code §§ 3287 and 3289.

6 **FIFTH CAUSE OF ACTION**

7 **WAGE STATEMENT PENALTIES**

8 **(Against All Defendants)**

9 33. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
10 fully set forth herein.

11 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
13 with accurate and complete, itemized wage statements that included, among other requirements, all
14 hours worked, total gross wages earned, all rates of pay and corresponding number of hours
15 worked, total net wages earned, and/or the correct name and address of the legal entity that is the
16 employer in violation of Labor Code § 226.

17 35. Defendants' failure to furnish Plaintiff with accurate and complete, itemized wage
18 statements resulted in actual injury, as said failures led to, among other things, the non-payment of
19 minimum and overtime wages and meal and rest period premium wages owed and deprived them of
20 the information necessary to identify the discrepancies in Defendants' reported payroll data.

21 36. As a consequence of Defendants' unlawful wage statement practices, Plaintiff seeks
22 damages and/or statutory penalties, reasonable attorneys' fees, and costs of suit according to
23 California Labor Code § 226.

24 **SIXTH CAUSE OF ACTION**

25 **WAITING TIME PENALTIES**

26 **(Against All Defendants)**

27 37. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
28 fully set forth herein.

38. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

39. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff all final wages due to them at his separation from employment.

40. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff earned wages upon separation from employment results in continued payment of daily wages up to thirty days from the time the wages were due.

41. As a consequence of Defendants' unlawful practices, Plaintiff seeks statutory penalties, and costs of suit according to California Labor Code § 203.

SEVENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(Against All Defendants)

42. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

43. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698, *et seq.*, acting on behalf of himself and other aggrieved employees (collectively, “Aggrieved Employees”), brings this representative action against Defendants to recover the civil penalties due to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100 for each

1 initial violation and \$250 for each subsequent violation pursuant to Labor Code § 1197.1 per
2 employee per pay period; (4) \$250 for each initial violation and \$1,000 for each subsequent
3 violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code
4 section 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting
5 time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and \$200 for
6 each subsequent violation per employee per pay period for those violations of the Labor Code for
7 which no civil penalty is specifically provided, based on the following Labor Code violations:

- 8 a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in
9 violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 10 b. Failing to pay Aggrieved Employees all earned overtime compensation in violation
11 of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 12 c. Failing to provide all legally required meal periods, and failure to pay meal period
13 premium wages, to Aggrieved Employees at the regular rate of compensation in
14 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 15 d. Failing to authorize and permit all legally required rest periods, and failure to pay
16 rest period premium wages, to Aggrieved Employees at the regular rate of
17 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 18 e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
19 statements in violation of Labor Code § 226;
- 20 f. Failing to timely pay all final wages and compensation earned by Aggrieved
21 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 22 g. Failing to pay Aggrieved Employees all earned wages at least twice during each
23 calendar month in violation of Labor Code § 204;
- 24 h. Requiring Aggrieved Employees to receive their wages via direct deposit in violation
25 of Labor Code §§ 212 and 213; and
- 26 i. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
27 of Labor Code §§ 1174 and 1198.

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44. On or about August 17, 2023, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties under Labor Code § 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Now that sixty-five (65) days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

45. Plaintiff has incurred attorneys' fees and costs, which Plaintiff is entitled to receive under California Labor Code § 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself and all Aggrieved Employees, as follows:

1. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;

2. Upon the Second Cause of Action, for payment of overtime wages and penalties according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

3. Upon the Third Cause of Action, for meal period premium wages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

4. Upon the Fourth Cause of Action, for rest period premium wages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

5. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226;

6. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 203:

7. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§

1 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each
2 failure to pay each employee and \$200 for each subsequent violation or willful or intentional
3 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
4 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
5 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
6 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
7 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
8 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code section
9 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under
10 the terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
11 subsequent violation per employee per pay period for those violations of the Labor Code for which
12 no civil penalty is specifically provided;

13 8. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
14 and Civil Code §§ 3287 and 3289;

15 9. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
16 218.5, 226, 1194, and 2699(g); and

17 10. For such other and further relief, the Court may deem just and proper.

18 **DEMAND FOR JURY TRIAL**

19 Plaintiff hereby demands a trial by jury on all claims.

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21 DATED: October 23, 2023

JUSTICE FOR WORKERS, P.C.

22
23 By: 

24 Young K. Park
25 William C. Sung
26 Attorneys for Plaintiff POUL BEDRI
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