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25 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
26 **FOR THE COUNTY OF SAN MATEO**
27 **UNLIMITED JURISDICTION**

28 Shehryar Iqbal, *an individual and on behalf of*
all others similarly situated,

Plaintiff,

v.

ASTRAZENECA LP AND ASTRAZENECA
PHARMACEUTICALS LP; and DOES 1-10,
inclusive;

Defendants.

Case No.

**CLASS ACTION AND PRIVATE
ATTORNEYS GENERAL ACT
COMPLAINT**

1 **I. INTRODUCTION**

2 1. This case is brought individually and on behalf of all other similarly situated
3 aggrieved individuals who have worked for AstraZeneca LP and AstraZeneca Pharmaceuticals
4 LP (“Defendants”) by way of placement by IQVIA, INC., IQVIA RDS, INC., and/or IQVIA
5 HOLDINGS, INC. (“IQVIA”) at Defendants’ request as wrongfully misclassified exempt
6 clinical research associates (“CRA”) in California.
7

8 **II. PARTIES**

9 2. Plaintiff Shehryar Iqbal (“Plaintiff”) is an adult resident of Madera, California,
10 and worked throughout California, including San Diego, Orange and Los Angeles, as a Senior
11 CRA I. Plaintiff was staffed by IQVIA to Defendants and was ultimately employed by
12 Defendants to perform clinical research in or around April, 2025 until April 9, 2026.

13 3. Defendant AstraZeneca LP is a Delaware company that does business throughout
14 State of California and maintains its principal place of business in Wilmington, Delaware.

15 4. Defendant AstraZeneca Pharmaceuticals LP is a Delaware company that does
16 business throughout State of California and maintains its principal place of business in
17 Wilmington, Delaware.

18 5. Defendants AstraZeneca LP and AstraZeneca Pharmaceuticals LP acted as
19 employers, co-employers, and/or joint employers of Plaintiff and other class members.

20 6. The above-named Defendants, and their subsidiaries and agents, are collectively
21 referred to as “Defendants.” The true names and capacities of the Defendants sued herein as
22 DOE DEFENDANTS 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore
23 sues such Defendants by fictitious names. Each of the Defendants designated herein as a DOE is
24 legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of Court to
25 amend the Complaint to reflect the true names and capacities of the DOE Defendants when such
26 identities become known.

27 7. Plaintiff is informed and believes that at all relevant times, each and every
28 Defendant was acting as an agent and/or employee of each of the other Defendants and was

1 acting within the course and scope of said agency and/or employment with the full knowledge
2 and consent of each of the other Defendants. Plaintiff is informed and believes that each of the
3 acts and/or omissions complained of herein was made known to, and ratified by, each of the
4 other Defendants.

5 **III. JURISDICTION**

6 8. This Court has jurisdiction over Plaintiff's California Labor Code claims
7 pursuant to California Code of Civil Procedure § 410.10.

8 9. This Court has jurisdiction over Plaintiff's PAGA claims pursuant to California
9 Code of Civil Procedure § 410.10. The monetary relief which Plaintiff seeks is in excess of the
10 jurisdictional minimum required by this Court and will be established according to proof at trial.

11 10. Venue is proper in this Court because Defendants engage in business activities in
12 and throughout the State of California and Defendants have an office located in Redwood City,
13 California.

14 **IV. FACTUAL ALLEGATIONS**

15 **Defendants are Joint Employers of Plaintiff and Other Class Members**

16 11. Defendants partner with a staffing agency, IQVIA, to employ CRAs to run
17 clinical trials on various drugs and/or medical related products that Defendants produce.

18 12. As part of that partnership, CRAs spend their time working on clinical trials for
19 Defendants' products, and sometimes work for any other clients of IQVIA.

20 13. In addition to the IQVIA management that oversees CRAs, Defendants require
21 that clinical trials, and the CRAs running them, be overseen by a manager employed by
22 Defendants.

23 14. Defendants provided CRAs with their own AstraZeneca branded laptops for their
24 work, in addition to the laptops provided by IQVIA.

25 15. Defendants required CRAs to submit timesheets directly to Defendants, in
26 addition to timesheets they submitted to IQVIA.

1 16. Defendants generally set the standards by which CRAs would conduct clinical
2 trials, and maintained substantial control over the working conditions of CRAs.

3 17. Defendants required CRAs to go through Defendants sponsored training.

4 18. CRAs that were staffed by IQVIA with Defendants were required to spend a
5 minimum of 40 hours per week working on Defendants' clinical trials.

6 19. Defendants required the CRAs to go through an interview process before being
7 hired.

8 20. Defendants had the power to terminate any CRA staffed by IQVIA.

9 **Defendants' Wrongful Misclassification of Plaintiff and Other Class Members as Exempt**

10 21. Defendants employed Plaintiff as a CRA and treated Plaintiff as exempt from
11 overtime. Defendants also employed other CRAs and treated them as exempt from overtime.
12 Defendants misclassified Plaintiff and these other CRAs as exempt employees. However,
13 Plaintiff and the other CRAs were in fact nonexempt (not exempt) employees. Plaintiff and the
14 other CRAs worked more than eight hours per day or more than 40 hours per week. Defendants
15 did not properly calculate Plaintiff and the other Class Members' hours and did not properly
16 compensate Plaintiff and the other Class Members for the overtime hours they worked at the
17 correct rates and did not provide Class Members with the other wage and hourly protections and
18 benefits to which nonexempt employees are entitled under California law including but not
19 limited to legally compliant meal breaks, rest breaks and wage statements. Rather, Defendants
20 intentionally misclassified Plaintiff and the other Class Members as "exempt" in order to avoid
21 obligations imposed upon employers under California law for nonexempt employees.

22 22. Plaintiff and the other Class Members did not exercise personal discretion and/or
23 judgment in the completion of their job duties, but, rather were required to follow and not
24 deviate from very long detailed pre-established written standard procedures, guidelines and
25 protocols (sometimes such written standard procedures, guidelines and protocols were 100 or
26 200 or more pages in length) and/or worked under the supervision of and at the behest of
27 Defendants' directorial and supervisory management staff in executing work intended to
28 conform to such pre-established standard procedures, guidelines and protocols. The majority of

1 Plaintiff's time (more than 50%) was spent either directly executing pre-established standard
2 procedures, guidelines and protocols and/or decisions and directions made by Plaintiff's
3 superiors or performing other duties of non-exempt employees. Specifically, among other
4 things:

- 5 a) Plaintiff and the other Class Members had no direct reports and did not supervise
6 employees;
- 7 b) Plaintiff and the other Class Members had no power to hire or fire employees;
- 8 c) The majority of work performed by Plaintiff and the other Class Members were
9 mechanical and involved traveling to the sponsors' locations to mechanically record data
10 on sponsors adherence to certain protocols related to clinical studies;
- 11 d) Plaintiff and the other Class Members were required to strictly follow the pre-
12 established standard procedures, guidelines and protocols of the clinical studies and
13 were not allowed to deviate from such pre-established standard procedures, guidelines
14 and protocols of the clinical studies;
- 15 e) Plaintiff and the other Class Members played no part in the development of the
16 pre-established standard procedures, guidelines and protocols of the clinical studies;
- 17 f) Plaintiff and the other Class Members could exercise no independent judgment
18 or discretion in changing the pre-established standard procedures, guidelines and
19 protocols of the clinical studies or the performance of their job duties;
- 20 g) Plaintiff and the other Class Members did not diagnose medical conditions or
21 administer drugs or write prescriptions;
- 22 h) Defendants required Plaintiff and other Class Members to undergo continued
23 training in the strict adherence to pre-established standard procedures, guidelines and
24 protocols and the strict execution of their job duties;
- 25 i) Defendants required Plaintiff and the other Class Members to attend frequent
26 meetings conducted by supervisory staff to ensure strict adherence to pre-established
27 standard procedures, guidelines and protocols and the strict execution of their job duties;
- 28

1 j) Defendants required Plaintiff and the other Class Members to respond to
2 numerous emails that were mechanical and that confirm that their duties were non-
3 exempt;

4 k) Plaintiff and the other Class Members were not allowed to independently pursue
5 or determine the course of their duties;

6 l) Plaintiff and the other Class Members were not allowed to determine their own
7 workload;

8 m) Plaintiff and the other Class Members were not allowed to set their own work
9 schedules;

10 n) Despite being misclassified as exempt, Defendants required Plaintiff and the
11 other Class Members to track their activity in a timekeeping system; however, Plaintiff's
12 and the other Class Members were NOT paid by the hour as they were misclassified as
13 exempt and were not paid overtime for time worked more than 8 hours in a day or 40
14 hours in a week, and not paid double time if they worked more than 10 hours in a day;
15 and
16

17 o) Plaintiff was not management and/or corporate administrative personnel in
18 Defendants' business and instead were essentially and effectively production workers in
19 the "factories" of conducting clinical trials.

20 23. In fact, for each clinical study Plaintiff and the other Class Members worked on
21 as CRAs, Defendants provided them with detailed protocol manuals (often in excess of 100
22 pages) that mandated exactly how their work duties were to be executed. The reason for this is
23 because clinical trials by design, must adhere to strict standards in order to control for outside
24 variables in the statistical data. Any deviations, no matter how minute, have a potential to
25 invalidate the entire data set statistically. Because CRAs are the ones collecting the data for
26 these clinical trials, by design of Defendants, they cannot exercise any discretion at all in how
27 the trials are carried out. No advanced professional certification is required to carry out these
28

1 tasks, and the design protocols must be strictly followed. The nature of the job precludes
2 anyone with exempt status from holding the position.

3 24. Plaintiff and the other Class Members also performed multiple other mechanical
4 tasks at the direction of Defendants. Throughout Plaintiff's employment, Plaintiff and the other
5 Class Members were required to perform non-exempt duties more than 50% of their work time.

6 25. Plaintiff and the other Class Members were not required to be licensed
7 professionals, have specific highly technical educations and/or experience.

8 **V. CLASS ACTION ALLEGATIONS**

9 26. Plaintiff brings this case as a class action pursuant to California Code of Civil
10 Procedure § 382 on behalf of the following classes ("The Class") defined as:

11 **Class**

12 All persons who at any time after four (4) years prior to the filing of this action, or
13 shorter statute of limitations as determined by the Court, through the date of trial,
14 who were employed by Defendants in California as exempt CRAs and equivalent
15 job titles, including but not limited to clinical research associate I, clinical
research associate II, clinical research associate III, and senior clinical research
associate.

16 **Termination Pay Sub-Class**

17 All Class Members who were not promptly paid all wages due upon termination
18 of their employment, and are entitled to additional waiting time wages pursuant to
Labor Code Section 203.

19 27. During all, or a portion of the Class Period, Plaintiff and the other Class
20 Members were employed by Defendants in California.

21 28. Each of the Class Members is identifiable, similarly situated and was employed
22 by Defendants during the Class Period. Plaintiff reserves the right to seek leave to amend this
23 Complaint to add as named Plaintiff some or all of the persons who are members of the Plaintiff
24 Class.

25 29. The class action causes of action have been brought and may be maintained
26 because there is a well-defined common interest of many persons and it is impractical to bring
27 them all before the court.
28

1 30. The members of the class are so numerous that joinder of all class members is
2 impracticable. There were considerably more than 100 such class members during the class
3 period.

4 31. Common questions of law and fact exist as to all members of the Class. These
5 questions predominate over the questions affecting only individual members. These common
6 legal and factual questions include, among other things:
7

- 8 a. Whether Defendants were joint employers of Plaintiff and other Class members.
- 9 b. Whether the Plaintiff and each Class Member were misclassified as exempt rather
10 than nonexempt employees.
- 11 c. Whether the Plaintiff and each Class Member is entitled to compensation or
12 restitution under the applicable IWC Wage Order(s), regulations or statutes;
- 13 d. Whether Defendants failed to pay Plaintiff and each Class Member all
14 compensation due them for all hours worked and overtime for hours worked more
15 than 8 hours per day and/or 40 hours per week;
- 16 e. Whether Defendants failed to provide Plaintiff and Class Members with the
17 legally required meal periods.
- 18 f. Whether Defendants failed to provide Plaintiff and Class Members with the
19 legally required rest periods.
- 20 g. Whether Defendants provided timely, accurate, itemized wage statements to
21 Plaintiff and each Class Member;
- 22 h. Whether Defendants timely paid all wages due upon termination to the
23 Termination Pay Sub-Class;
- 24 i. The appropriateness and nature of relief to the Class Members;
- 25 j. The effect upon and the extent of any injuries sustained by Plaintiff and Class
26 Members and the appropriate type and/or measure of damages;
- 27 k. The extent of the liability of Defendants to the Plaintiff and each Class Member.

28 32. Plaintiff is a class member who suffered damages as a result of Defendants'
conduct and actions alleged herein.

1 33. Plaintiff's claims are typical of the claims of the class, and the named Plaintiff
2 has the same interests as the other members of the class.

3 34. Plaintiff will fairly and adequately represent and protect the interests of the class.
4 Plaintiff has retained able counsel experienced in class action litigation. The interests of
5 Plaintiff is coincident with, and not antagonistic to, the interests of the other class members.
6

7 35. The questions of law and fact common to the members of the class predominate
8 over any questions affecting only individual members, including legal and factual issues relating
9 to liability and damages.

10 36. A class action is superior to other available methods for the fair and efficient
11 adjudication of this controversy because joinder of all class members is impractical. Moreover,
12 since the damages suffered by individual members of the class may be relatively small, the
13 expense and burden of individual litigation make it practically impossible for the members of
14 the class individually to redress the wrongs done to them. The class is readily definable as
15 Defendants have the contact information of their employee CRAs. Further, prosecution of this
16 action as a class action will eliminate the possibility of repetitive litigation. There will be no
17 difficulty in the management of this action as a class action.

18 **VI. PAGA REPRESENTATIVE ACTION ALLEGATIONS**

19 37. Plaintiff alleges that Defendants violated the Labor Code as follows: (1)
20 wrongfully misclassifying Plaintiff and the aggrieved employees as exempt employees; (2)
21 failure to pay for all wages earned in violation of Cal. Lab. Code §§ 510, 1197, 1194, 1194.3,
22 1182.12, 1194.2, 1197.1, 1199 and Wage Order 4-2001; (3) failure to pay for meal periods in
23 violation of Cal. Lab. Code §§ 226.7, 512, 558, and 1198; (4) failure to pay for rest periods in
24 violation of Cal. Lab. Code §§ 226.7, 512, 558, and 1198; (5) failure to timely pay all earned
25 wages during employment and upon termination in violation of Cal. Lab. Code §§ 201-204, and
26 208; (6) failure to provide proper itemized wage statements in violation of Cal. Lab. Code §
27 226(a), 226.3, and Wage Order 4-200.
28

38. On July 28, 2026, Plaintiff gave written notice of Defendants’ violations to the California Labor Code as alleged in this complaint to the Labor and Workforce Development Agency (“LWDA”) via online filing.

COUNT I
Failure to Pay Compensation Due for Hours Worked

Violation of Cal. Lab. Code §§ 510, 1182.12, 1194, 1194.2, 1197, Cal. Wage Order No. 4-2001

39. Plaintiff realleges and incorporates by reference the allegations in the preceding paragraphs as if fully alleged herein. Defendants' conduct, as set forth above, in failing to pay Plaintiff's minimum wage for all hours worked, for off-the-clock hours, for overtime hours and for other compensation due them under California law, violates Cal. Lab. Code §§ 204, 510, 1182.12, 1194, 1194.2, 1197, Cal. Wage Order No. 4-2001.

40. Specifically, and among other things, because Plaintiff and the class members were improperly treated as exempt employees when they should have been treated as non-exempt employees, regular hourly rates were not properly calculated, they were not paid for all hours worked (including time when they should have been provided meal and rest breaks) and they were not paid overtime.

41. This claim is brought by Plaintiff on behalf of a class of all similarly situated employees in the State of California who were employed and worked at least four years prior to the date of the complaint.

COUNT II

Meal Period Violations

Violation of Cal. Wage Order No. 4-2001; Cal. Labor Code §§ 226.7 & 512

42. Plaintiff realleges and incorporates by reference all other paragraphs as if they were set forth again herein. Because Defendants improperly treated Plaintiff and the class members as “exempt,” and because Plaintiff and the class members worked in excess of 5 hours and/or in excess of 10 hours. Defendants’ conduct in denying Plaintiff and the class members their proper meal breaks violates Cal. Wage Order No. 4-2001; Cal. Labor Code §§ 226.7 & 512.

43. Specifically, and among other things, because Plaintiff and the class members were improperly treated as exempt employees when they should have been treated as non-exempt employees, they were not provided with legally compliant meal breaks and were not paid meal break premiums when meal breaks were not properly provided.

44. This claim is brought by Plaintiff on behalf of a class of all similarly situated employees in the State of California who were employed and worked at least four years prior to the date of the complaint.

COUNT III

Rest Period Violations

Violation of Cal. Wage Order No. 4-2001; Cal. Labor Code §§ 226.7 & 512

45. Plaintiff realleges and incorporates by reference all other paragraphs as if they were set forth again herein. Because Defendants improperly treated Plaintiff and the class members as “exempt,” and because Plaintiff and the class members worked shifts lasting more than two hours up to six hours, shifts lasting more than six hours up to 10 hours, and/or shifts lasting more than 10 hours up to 14 hours, Defendants’ conduct in denying Plaintiff and the class members their ten-minute rest breaks per four hours of work performed violates Cal. Wage Order No. 4-2001; Cal. Labor Code §§ 226.7 & 512.

46. Specifically, and among other things, because Plaintiff and the class members were improperly treated as exempt employees when they should have been treated as non-exempt employees, they were not provided with legally compliant rest breaks and were not paid rest break premiums when meal breaks were not properly provided.

47. This claim is brought by Plaintiff on behalf of a class of all similarly situated employees in the State of California who were employed and worked at least four years prior to the date of the complaint.

COUNT IV
Failure to Pay All Regular Wages
Violation of Cal. Labor Code § 204

48. Plaintiff realleges and incorporates by reference the allegations in the preceding paragraphs as if fully alleged herein. Defendants' conduct, as set forth above, in failing to pay Plaintiff the proper wages for all hours worked violates Cal. Labor Code § 204.

49. This claim is brought by Plaintiff on behalf of a class of all similarly situated employees in the State of California who were employed and worked at least four years prior to the date of the complaint.

COUNT V
Waiting Time Penalties
Violation of Cal. Labor Code §§ 201-203

50. Plaintiff realleges and incorporates by reference the allegations in the preceding paragraphs as if fully alleged herein. Upon the termination of Plaintiff's employment and members of the Termination Pay Sub-Class, Defendants failed to pay them their final wages pursuant to Cal. Labor Code §§ 201-203 and accordingly owes waiting time penalties pursuant to Cal. Labor Code § 203.

51. This claim is brought by Plaintiff on behalf of a class of all similarly situated employees in the State of California who were employed and worked at least four years prior to the date of the complaint.

COUNT VI
Pay Statements
Violation of Cal. Lab. Code § 226(a)

52. Plaintiff realleges and incorporates by reference the allegations in the preceding paragraphs as if fully alleged herein. Defendants' conduct, as set forth above, in failing to provide proper itemized wage statements to Plaintiff, as required by California State Law, violates Cal. Lab. Code § 226(a).

53. Specifically, among other things, because Plaintiff and the class members were improperly treated as exempt employees when they should have been treated as non-exempt employees, Plaintiff's and the class members' wages statements did not contain, among other things, properly calculated regular hourly rates, overtime rates, hours worked, meal break premiums and rest break premiums.

1 54. This claim is brought by Plaintiff on behalf of a class of all similarly situated
2 employees in the State of California who were employed and worked at least four years prior to
3 the date of the complaint.

4 **COUNT VI**
5 **Unfair Business Practices**
6 **Violation of Cal. Bus. & Prof. Code §17200, *et seq.***

7 55. Defendants' conduct, as set forth above, violates the California Unfair
8 Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.* ("UCL"). Defendants' conduct
9 constitutes unlawful business acts or practices, in that Defendants have violated the California
10 Labor Code as described above. As a result of Defendants' unlawful conduct, Plaintiff suffered
11 injury in fact and lost money and property, including, but not limited to wages that were due to
12 them.

13 56. Pursuant to California Business and Professions Code § 17203, Plaintiff seeks
14 declaratory and injunctive relief for Defendants' unlawful conduct and to recover restitution. The
15 nature of this relief is in the public interest, since Defendants' violation of the Labor Code in
16 misclassifying employees as exempt across California like Plaintiff. Pursuant to California Code
17 of Civil Procedure § 1021.5, Plaintiff is entitled to recover reasonable attorneys' fees, costs, and
18 expenses incurred in bringing this action.

19 57. This claim is brought by Plaintiff on behalf of a class of all similarly situated
20 employees in the State of California who were employed and worked at least four years prior to
21 the date of the complaint.

22 **COUNT VII**
23 **Penalties Pursuant to Labor Code Private Attorneys General Act of 2004**
24 **Violation of Cal. Lab. Code §§ 2698, *et seq.*, 558**

25 58. Plaintiff realleges and incorporates by reference the allegations in the preceding
26 paragraphs as if fully alleged herein. Plaintiff is an aggrieved employee as defined by Cal. Lab.
27 Code § 2699(c) as Plaintiff was employed by Defendants during the applicable statutory period
28 and suffered injury as a result of Defendants' Labor Code violations. Accordingly, Plaintiff
seeks to recover on behalf of the State of California, as well as themselves and all other current

1 and former aggrieved employees of Defendants who has worked in California, the civil
2 penalties provided by PAGA, plus reasonable attorney's fees and costs.

3 59. Defendants' current and former employees are entitled to penalties for
4 Defendants' violations of Cal. Lab. Code §§ 201-204, 226, 226.7, 510, 512, 1182.12, 1194,
5 1194.2, and 1197, *et seq.* Plaintiff seeks civil penalties pursuant to PAGA for: (1) wrongfully
6 misclassifying Plaintiffs and the aggrieved employees as exempt employees; (2) failure to pay
7 for all wages earned in violation of Cal. Lab. Code §§ 510, 1197, 1194, 1182.12, 1194.2, and
8 Wage Order 4-2001; (3) failure to pay for meal periods in violation of Cal. Lab. Code §§ 226.7,
9 512, 558, and 1198; (4) failure to pay for rest periods in violation of Cal. Lab. Code §§ 226.7,
10 512, 558, and 1198; (5) failure to timely pay all earned wages during employment and upon
11 termination in violation of Cal. Lab. Code §§ 201-204; and (6) failure to provide proper
12 itemized wage statements in violation of Cal. Lab. Code § 226(a), and Wage Order 4-2001.
13

14 60. Cal. Lab. Code § 2699(f) provides for civil penalties for violation of all Labor
15 Code provisions for which no civil penalty is specifically provided. With respect to minimum
16 wage violations under Cal. Lab. Code §§ 1197 and 1194, § 1197.1 imposes a civil penalty in
17 addition to any other penalty provided by law of one hundred (\$100) for each underpaid
18 employee for each pay period for which the employee is underpaid in addition to an amount
19 sufficient to recover underpaid wages and liquidated damages, and, for each subsequent
20 violation of Labor Code §§ 1197 and 1194, two hundred and fifty dollars (\$250) for each
21 underpaid employee for each pay period for which the employee is underpaid in addition to an
22 amount sufficient to recover underpaid wages and liquidated damages. With respect to
23 violations of Labor Code § 226(a), Labor Code § 226.3 imposes a civil penalty in addition to
24 any other penalty provided by law of two hundred fifty dollars (\$250) per aggrieved employee
25 for the first violation, and one thousand dollars (\$1,000) per aggrieved employee for each
26 subsequent violation of Labor Code § 226(a). With respect to violations of Labor Code § 204,
27 the statute imposes a civil penalty in addition to any other penalty of one hundred dollars (\$100)
28 for initial violations for each underpaid employee and two hundred dollars (\$200) for

1 subsequent violations for each underpaid employee, plus 25% of the amount unlawfully
2 withheld.

3 61. Plaintiff complied with the notice requirement of Cal. Lab. Code §2699.3 and
4 served a written notice to the California Labor & Workforce Development Agency (“LWDA”)
5 through its website’s online filing portal, and on Defendants via Certified Mail, return receipt
6 requested, on July 28, 2026.
7

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff requests that this Court enter the following relief:

- 10 a. Declare and find that the Defendants violated Wage Order 4, the UCL, Cal. Lab.
11 Code §§ 201-204, 226(a), 226.7, 512, 1194, 1197, 1198 and the other Labor Code
12 Sections set forth above;
- 13 b. Certify a Class under Counts I through VI and appoint Plaintiff and his counsel to
14 represent a class of all similarly situated employees in the State of California who
15 were employed and worked at least four years prior to the date of the complaint;
- 16 c. Award compensatory damages, including all wages owed, in an amount according to
17 proof;
- 18 d. Award restitution for unfair business practices and for all claims arising out of or
19 relating to the statutory causes of action described herein;
- 20 e. Enter Judgment in Plaintiff’s favor on his PAGA claim pursuant to Cal. Lab. Code
21 f. §2699(c);
- 22 g. Award penalties, including penalties for timely payment of wages upon discharge,
23 waiting time penalties, and PAGA penalties in an amount according to proof;
- 24 h. Award liquidated damages and exemplary and/or punitive damages;
- 25 i. Award pre- and post-judgment interest;
- 26 j. Award reasonable attorneys’ fees, interest, costs, and expenses;
- 27 k. Award declaratory and injunctive relief (including public injunctive relief) in the
28 form of an order requiring Defendants to comply with the California Labor Code; and

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1. Award any equitable remedies or any other relief to which the Plaintiff may be entitled.

Respectfully submitted,

Shehryar Iqbal, as an individual and on behalf of all others similarly situated,

By their attorney,

Todd M. Friedman, SBN 216752
Adrian R. Bacon, SBN 280332
Matthew R. Snyder, SBN 350907
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Dated: July --, 2026