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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

Attorney for Plaintiff:
SUKHPAL SINGH

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SUKHPAL SINGH, an individual,

Plaintiff,

vs.

ALLIED INTERNATIONAL SECURITY, INC, a
California Corporation; SAJID HAMEED, an
individual, and DOES 1 THROUGH 50,
INCLUSIVE,

Defendants.

CASE NO.: **24STCV03192**

COMPLAINT FOR DAMAGES:

- 1. RETALIATION IN VIOLATION OF
PUBLIC POLICY**
- 2. WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY**
- 3. FAILURE TO PRODUCE RECORDS**
- 4. PENALTIES PURSUANT TO LABOR
CODE SECTION 2699.3, ET SEQ.
(PAGA)**

[AMOUNT DEMANDED EXCEEDS \$35,000.00]

DEMAND FOR JURY TRIAL

I.
INTRODUCTION

1. Plaintiff, SUKHPAL SINGH, brings this action against Defendants ALLIED INTERNATIONAL SECURITY, INC (hereinafter "ALLIED") and SAJID HAMEED (hereinafter "HAMEED")

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**II.
PARTIES**

2. Plaintiff, SUKHPAL SINGH, (hereinafter referred to as “PLAINTIFF” or “SINGH”), is an individual residing in the County of Los Angeles, State of California.

3. Defendant ALLIED is a California corporation authorized to do business and doing business in the State of California.

4. At all times relevant to this complaint Defendant ALLIED was an employer in that it exercised control over wages, hours and working conditions of Plaintiff.

5. Plaintiff is informed and believes, and on that basis alleges, that at all times mentioned herein, Defendant HAMEED is an individual resident of California. Plaintiff is further informed and believes that HAMEED is an alter ego of the ALLIED and that the ALLIED is the alter ego of HAMEED, in that HAMEED at all relevant times has completely dominated and controlled the assets, operations, activities, policies, programs, procedures, strategies, and tactics of the Corporate Defendants, has failed to observe important corporate formalities, to such an extent that any adherence to the fiction of the separate existence of HAMEED as a person or entity distinct from ALLIED would permit the abuse of a corporate or similar privilege of limited liability, if any, and would promote injustice by allowing the defendants to evade liability or veil assets that should in equity be used to satisfy the judgment sought by Plaintiff.

6. Plaintiff is ignorant of the true names and capacities of defendants sued herein as DOES 1 through 50, inclusive, and therefore sue these defendants by such fictitious names and capacities. Plaintiff will amend this Complaint to show their true names and capacities when they have been ascertained. Plaintiff is informed and believes and thereon alleges that at all times relevant, Defendants, and each of these fictitiously named DOE defendants either owned, controlled, or managed the business

1 for which Plaintiff and the class members worked and/or who directly or indirectly exercised operational
2 control over the wages, hours, and working conditions of Plaintiff. These DOES held ownership, officer,
3 director and/or executive positions with the named Defendants, and acted on behalf of the named
4 Defendants, which included decision-making responsibility for, and establishment of, unlawful payroll
5 practices and policies for Defendants which have damaged Plaintiffs. Therefore, DOES 1 through 50,
6 in addition to the named these DOES were an integrated part of a scheme to deny their employees lawful
7 meal breaks, rest breaks, and applicable provisions of the California Labor Code. Defendants are
8 “employers” as a matter of law and personally liable on the causes of action alleged herein.
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11 7. Plaintiff is informed and believes, and on that basis alleges, that Defendants DOES 1
12 through 50 are, and at all times relevant hereto were, persons, corporations or other business entities
13 organized and existing under and by virtue of the laws of the State of California, and are/were qualified
14 to transact and conduct business in the State of California, and did transact and conduct business in the
15 State of California, and are thus subject to the jurisdiction of the State of California. Specifically, DOES
16 1 through 50 maintain offices, operate businesses, employ persons, conducts business in, and illegally
17 pay employees by illegal payroll practices and policies in the State of California.
18

19 8. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously
20 named defendants aided and assisted the named defendants in committing the wrongful acts alleged
21 herein, and that Plaintiffs’ damages were proximately caused by each defendant.
22

23 9. Plaintiff is informed and believes, and on that basis alleges, that at all times herein
24 mentioned, one or more of each named and/or DOE defendant(s) was in some fashion, by contract or
25 otherwise, the successors, assigns, joint venturers, co-venturers or partners of one or more of the
26 remaining named and/or unnamed defendant(s), and as hereinafter alleged, was acting within that
27 capacity.
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10. Plaintiff is informed and believes, and on that basis alleges, that at all times herein mentioned, one or more of each unnamed defendant(s) was in some fashion, by contract or otherwise, the assured, insured, indemnitor, guarantor of one or more of the remaining named and/or unnamed defendant(s) for the acts alleged herein and was acting within that capacity.

11. Plaintiff is informed and believes, and on that basis alleges, that at all times herein mentioned, one or more of each named and/or unnamed defendant(s) was the alter-ego of one or more of the remaining named and/or unnamed defendant(s), and as hereinafter alleged, was acting for their own benefit and/or the benefit of one or more of the remaining named and/or unnamed defendant(s)

12. Defendant ALLIED; HAMEED, and DOES 1 through 50 are hereinafter referred to as "Defendants"

III.

JURISDICTION AND VENUE

13. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure, section 395. Defendants conduct business and commit Labor Code violations in Los Angeles County, and each Defendant is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged have a direct effect on Plaintiff within the State of California and Los Angeles County. Defendants employed Plaintiff in Los Angeles County.

IV.

SUMMARY OF FACTUAL ALLEGATIONS

14. Plaintiff worked for Defendants as an hourly paid security guard from June 1, 2023 to approximately January 2024.

15. At all times during his employment, Defendants misclassified Plaintiff as an independent contractor.

1 16. By misclassifying Plaintiff as an independent contractor, Plaintiff was denied proper
2 wages for all hours worked including overtime wages and double time wages.

3 17. At all times during the class period, Plaintiff worked a substantial amount of overtime
4 and double time, however, Plaintiff was not paid one and one-half times his regular rate of pay for all
5 hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first
6 eight hours worked on the seventh consecutive day of work in a workweek. Furthermore, Plaintiff was
7 not paid double (2 times) his regular rate of pay for all hours worked in excess of 12 hours in any
8 workday and for all hours worked in excess of eight on the seventh consecutive day of work in a
9 workweek.
10

11 18. California Labor Code section 226.7 (a) provided that “ No employer shall require any
12 employee to work during any meal or rest period mandated by an applicable order of the Industrial
13 Welfare Commission.” Labor Code section 226.7 (b) goes on the state that “If an employer fails to
14 provide an employee a meal period or rest period in accordance with an applicable order of the Industrial
15 Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee
16 s regular rate of compensation for each work day that the meal or rest period is not provided.”
17

18 19. In California, an employer may not employ an employee for a work period of more than
19 five hours per day without providing the employee with a meal period of not less than thirty minutes,
20 except that if the total work period per day of the employee is no more than six hours, the meal period
21 may be waived by mutual consent of both the employer and employee. A second meal period of not less
22 than thirty minutes is required if an employee works more than ten hours per day, except that if the total
23 hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of
24 the employer and employee only if the first meal period was not waived. Labor Code Section 512.
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1 20. At all times during the class period, Plaintiff was required to take on duty meal breaks.
2 Specifically, Plaintiff was required to remain on the premises and on-duty during his shifts. Furthermore,
3 when Plaintiff worked in excess of 10 hours, Plaintiff was not scheduled nor provided a second meal
4 break. Defendants did not compensate Plaintiff a meal break premium for the on-duty breaks, late lunch
5 breaks, or the breaks that were not provided to Plaintiff.
6

7 21. This failure to provide proper and compliant meal periods, or one hour's pay in lieu
8 thereof, is a violation of Labor Code sections 226.7, 512, 558 and the applicable IWC Wage Order.
9

10 22. California requires employers to provide employees ten-minute rest breaks for every four
11 hours (or major fraction) worked. Anything over two hours is a "major fraction" of a four-hour period.
12 For example, an employee who works a seven-hour shift is entitled to two 10-minute rest breaks—one
13 break for the first four hours, and a second break for the last three hours. Three hours is a "major fraction"
14 of four hours, meaning more than half of four hours.
15

16 23. IWC Orders state, at Section 12(A): "Every employer shall authorize and permit all
17 employees to take rest periods, which insofar as practicable shall be in the middle of each work period.
18 The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
19 minutes net rest time per four (4) hours or major fraction thereof.
20

21 24. Rest breaks must be ten consecutive, uninterrupted minutes. During the break, an
22 employee must be relieved of all duties, and the employer must provide "suitable resting facilities" in
23 an area separate from the toilet rooms.
24

25 25. If an employer fails to provide an employee a rest period in accordance with an
26 applicable IWC Order, the employer shall pay the employee one additional hour of pay at the
27 employee's regular rate of pay for each workday that the rest period is not provided. Labor Code Section
28 226.7

1 26. At all times during the class period, Plaintiff was required to take on duty rest breaks.
2 Specifically, Plaintiff was required to remain on the premises and on-duty throughout his shifts.
3 Furthermore, when Plaintiff worked in excess of 10 hours, Plaintiff was not scheduled nor provided a
4 third rest break. DEFENDANTS did not compensate Plaintiff a rest break premium for the on-duty
5 breaks, late breaks, or the breaks that were not provided to Plaintiff.
6

7 27. This failure to provide proper and compliant rest periods, or one hour's pay in lieu
8 thereof, is a violation of Labor Code sections 226.7, 558 and the applicable IWC Wage Order.
9

10 28. On or about January 11, 2024, Plaintiff, through counsel, notified Defendant that he was
11 retained by counsel regarding his employment. Prior to January 1, 2024, Plaintiff had verbally notified
12 Defendants that he believed that he was being misclassified as an independent contractor, and thus,
13 Plaintiff was entitled to overtime compensation and meal and rest breaks.
14

15 29. Immediately after Defendants received Plaintiff's letter, Defendants terminated
16 Plaintiff's employment.
17

18 V.
19 **FIRST CAUSE OF ACTION**
20 **RETALIATION IN VIOLATION OF PUBLIC POLICY**
21 **(Against Defendants and DOES 1 through 50 Inclusive)**

22 30. Plaintiff realleges and incorporates by reference all of the allegations contained in the
23 preceding paragraphs of this Complaint as though fully set forth herein.
24

25 31. California Labor Code Section 1102.5 (b) provides that "An employer, or any person
26 acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or
27 because the employer believes that the employee disclosed or may disclose information, to a government
28 or law enforcement agency, to a person with authority over the employee or another employee who has
the authority to investigate, discover, or correct the violation or noncompliance, or for providing
information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if

1 the employee has reasonable cause to believe that the information discloses a violation of state or federal
2 statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of
3 whether disclosing the information is part of the employee's job duties.”

4
5 32. California Labor Code Section 1102.5 (c) provides that “An employer, or any person
6 acting on behalf of the employer, shall not retaliate against an employee for refusing to participate in an
7 activity that would result in a violation of state or federal statute, or a violation of or noncompliance
8 with a local, state, or federal rule or regulation.”

9
10 33. California Labor Code Section 1102.5 (d) provides that “An employer, or any person
11 acting on behalf of the employer, shall not retaliate against an employee for having exercised their rights
12 under subdivision (a), (b), or (c) in any former employment.”

13 34. California Labor Code Section 1102.5 (f)(1) provides that “In addition to other remedies
14 available, an employer is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per
15 employee for each violation of this section to be awarded to the employee who was retaliated against.”

16
17 35. At all times material to this Complaint, California Labor Code § 1102.5 was in effect and
18 binding on Defendants.

19 36. California Labor Code Section 98.6 (a) provides that A person shall not discharge an
20 employee or in any manner discriminate, retaliate, or take any adverse action against any employee or
21 applicant for employment because the employee or applicant engaged in any conduct delineated in this
22 chapter, including the conduct described in subdivision (k) of Section 96, and Chapter 5 (commencing
23 with Section 1101) of Part 3 of Division 2, or because the employee or applicant for employment has
24 filed a bona fide complaint or claim or instituted or caused to be instituted any proceeding under or
25 relating to their rights that are under the jurisdiction of the Labor Commissioner, made a written or oral
26 complaint that they are owed unpaid wages, or because the employee has initiated any action or notice
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1 pursuant to Section 2699, or has testified or is about to testify in a proceeding pursuant to that section,
2 or because of the exercise by the employee or applicant for employment on behalf of themselves or
3 others of any rights afforded them.

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5 37. California Labor Code Section 98.6 (b) (1) provides that “Any employee who is
6 discharged, threatened with discharge, demoted, suspended, retaliated against, subjected to an adverse
7 action, or in any other manner discriminated against in the terms and conditions of their employment
8 because the employee engaged in any conduct delineated in this chapter, including the conduct described
9 in subdivision (k) of Section 96, and Chapter 5 (commencing with Section 1101) of Part 3 of Division
10 2, or because the employee has made a bona fide complaint or claim to the division pursuant to this part,
11 or because the employee has initiated any action or notice pursuant to Section 2699 shall be entitled to
12 reinstatement and reimbursement for lost wages and work benefits caused by those acts of the employer.
13 If an employer engages in any action prohibited by this section within 90 days of the protected activity
14 specified in this section, there shall be a rebuttable presumption in favor of the employee’s claim.
15

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17 38. California Labor Code Section 98.6 (b) (2) provides that “An employer who willfully
18 refuses to hire, promote, or otherwise restore an employee or former employee who has been determined
19 to be eligible for rehiring or promotion by a grievance procedure, arbitration, or hearing authorized by
20 law, is guilty of a misdemeanor.”

21
22 39. California Labor Code Section 98.6 (b) (3) provides that “In addition to other remedies
23 available, an employer who violates this section is liable for a civil penalty not exceeding ten thousand
24 dollars (\$10,000) per employee for each violation of this section, to be awarded to the employee or
25 employees who suffered the violation.”

26
27 40. At all times material to this Complaint, California Labor Code § 1102.5 was in effect and
28 binding on Defendants.

1 41. Plaintiff had a reasonable belief that Defendant was violating state and federal laws
2 regarding payment of wages, etc., and reported those violations to Defendant's, as alleged hereinabove.

3 42. Defendants, and each of them, retaliated against, discharged and otherwise discriminated
4 against Plaintiff due to Plaintiff's complaint.

5 43. As a direct and proximate result of Defendants wrongful actions against Plaintiff as
6 alleged herein, Plaintiff suffered special damages that include, without limitation, the loss of wages,
7 salary, benefits, and/or additional amounts of money she would have received but for Defendants'
8 actions as alleged herein. Plaintiff also continues to suffer the intangible loss of such employment-related
9 opportunities as, including without limitation, experience in the position she held and advancement
10 opportunities. Such damages are in a sum in excess of the jurisdictional limit of this Court, the exact
11 amount of which is not yet known, which amount will be proved at the time of trial.

12 44. As a direct, foreseeable, and proximate result of said wrongful acts and failures to act by
13 Defendants, Plaintiff has suffered and will continue to suffer humiliation, shame, despair,
14 embarrassment, and mental pain and anguish, all to Plaintiff damages in an amount to be proven at time
15 of trial.

16 45. As a direct, foreseeable, and proximate result of said wrongful acts and failures to act by
17 Defendants, Plaintiff has suffered and will continue to suffer emotional distress and will incur other
18 incidental and consequential damages and losses, all in an amount to be proven at the time of trial.
19 Plaintiff claims such amounts as damages together with prejudgment interest pursuant to any provision
20 of law proving for prejudgment interest.

21 46. The foregoing conduct of Defendants individually, or by and through their officers,
22 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
23 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
24

1 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights
2 such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to
3 punitive damages in an amount appropriate to punish or make an example of defendants.

4
5 47. Plaintiff requests a reasonable award of attorneys' fees and costs, including expert fees
6 pursuant to Labor Code, including, but not limited to sections 233.

7 48. Plaintiff requests all available relief under Labor Code § 1102.5 including damages and
8 the imposition of a civil penalty of \$10,000.00 for each violation.

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10 **SECOND CAUSE OF ACTION**
11 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
12 **(Against Defendants and DOES 1 through 50 Inclusive)**

13 49. Plaintiff realleges and incorporates by reference all of the allegations contained in the
14 preceding paragraphs of this Complaint as though fully set forth herein.

15 50. As set forth above, Defendants, and each of them, retaliated against, discharged and
16 otherwise discriminated against Plaintiff due to Plaintiff's vehicle safety complaint and refusal to drive
17 an unsafe truck.

18
19 51. Plaintiff believes and thereon allege that his whistleblowing and engaging in protected
20 activity was or were a motivating factor in Defendant's conduct as alleged hereinabove, including
21 terminating Plaintiff.

22 52. As a direct and proximate result of Defendants wrongful actions against Plaintiff as
23 alleged herein, Plaintiff suffered special damages that include, without limitation, the loss of wages,
24 salary, benefits, and/or additional amounts of money she would have received but for Defendants'
25 actions as alleged herein. Plaintiff also continues to suffer the intangible loss of such employment-related
26 opportunities as, including without limitation, experience in the position he held and advancement
27
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1 opportunities. Such damages are in a sum in excess of the jurisdictional limit of this Court, the exact
2 amount of which is not yet known, which amount will be proved at the time of trial.

3 53. As a direct, foreseeable, and proximate result of said wrongful acts and failures to act by
4 Defendants, Plaintiff has suffered and will continue to suffer humiliation, shame, despair,
5 embarrassment, and mental pain and anguish, all to Plaintiff damages in an amount to be proven at time
6 of trial.
7

8 54. As a direct, foreseeable, and proximate result of said wrongful acts and failures to act by
9 Defendants, Plaintiff has suffered and will continue to suffer emotional distress and will incur other
10 incidental and consequential damages and losses, all in an amount to be proven at the time of trial.
11 Plaintiff claims such amounts as damages together with prejudgment interest pursuant to any provision
12 of law proving for prejudgment interest.
13

14 55. The foregoing conduct of Defendants individually, or by and through their officers,
15 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
16 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
17 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights
18 such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to
19 punitive damages in an amount appropriate to punish or make an example of Defendants.
20

21 56. Plaintiff requests a reasonable award of attorneys' fees and costs, including expert fees
22 pursuant to Labor Code, including, but not limited to sections 233.
23

24 57. Plaintiff requests all available relief under Labor Code § 1102.5 including damages and
25 the imposition of a civil penalty of \$10,000.00 for each violation.
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THIRD CAUSE OF ACTION
FAILURE TO PRODUCE RECORDS [LABOR CODE SECTION 1198.5]
(Against Defendants and DOES 1 through 50 Inclusive)

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

59. On January 11, 2024, Plaintiff, through his counsel of record, requested that Defendants provide a copy of his personnel file/performance documents and copies of all documents Plaintiff signed relating to obtaining or holding of employment.

60. Labor Code § 1198.5 provides that: “Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee’s performance or to any grievance concerning the employee.” The employer must make the personnel file/performance documents available to the worker or his representative within 30 days from the date it receives a written request.

61. If the employer fails to comply, the employee can recover a \$750 penalty from the employer. (Labor Code § 1198.5(k).)

62. As of the date of this Complaint, Defendant has not complied with Plaintiff’s request.

63. Pursuant to California Labor Code section Labor Code § 1198.5(k), Plaintiff is entitled to recover a \$750 penalty from Defendants.

64. Pursuant to California Labor Code section Labor Code § 1198.5 (l) Plaintiff can seek injunctive relief to obtain compliance with this section and Plaintiff is entitled to recover costs and reasonable attorney’s fees in such an action.

1 **FOURTH CAUSE OF ACTION**

2 **(PENALTIES UNDER LABOR CODE § 2699)**

3 **Plaintiff Against All Defendants and DOES 1 through 50 Inclusive**

4 65. Plaintiff realleges and incorporates by reference all of the allegations contained in the
5 preceding paragraphs of this Complaint as though fully set forth herein.

6 66. Under California's Private Attorneys General Act (PAGA), an "aggrieved employee"
7 may bring a civil action and on "behalf of himself or herself or other current or former employees" to
8 recover civil penalties for Labor Code violations. Cal. Lab.Code § 2699.

9 42. Plaintiff is an aggrieved employee as defined in Labor Code § 2699(a). Plaintiff bring this
10 Cause of Action on behalf of himself.

11 43. California Labor Code Section 1102.5 and 98.6, protects against retaliation for disclosing
12 information, or because an employer believes an employee has disclosed information, to a government
13 or law enforcement agency, to a person with authority over the employee, or to another employee who
14 has the authority to investigate, discover, or correct a violation where an employee reasonably believes
15 that the information discloses a violation of a state or federal statute, or a violation of or noncompliance
16 with a local, state, or federal rule or regulation. In addition to other remedies that might be available, a
17 civil penalty of up to \$10,000 may be awarded for each violation.
18

19 44. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
20 §2699.3. On or about January 23, 2024, Plaintiff gave written notice to the Labor and Workforce
21 Development Agency ("LWDA") and to Defendants of the specified provisions of the Labor Code
22 alleged to have been violated and anticipates that the LWDA will elect not to investigate.
23

24 45. Plaintiff submits this Complaint to include allegations pursuant to Labor Code §§ 2698 et
25 seq. PAGA, in Labor Code Section 2699.3(a)(2)(C), provides that, notwithstanding any other provision
26 of law, a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising
27 under §§ 2699 et seq.
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46. Pursuant to Labor Code §2699(g), Plaintiff is entitled to an award of reasonable attorney's fees and costs in connection with his claims for civil penalties

PRAAYER

WHEREFORE, Plaintiffs respectfully pray that this Court enter judgment in their favor and against Defendants, and each of them, as follows:

1. Compensatory and statutory damages and restitution, as appropriate and available under each cause of action, in an amount to be proven at trial;
2. For General Damages and Special Damages as allowed by law;
3. For restitution of all monies due Plaintiff including back pay, front pay, lost employment benefits and other compensation, and other special damages according to proof;
4. For general damages to compensate Plaintiff for her past, present, and future emotional distress, pain and suffering;
5. An award of Plaintiff's costs, disbursements and reasonable attorneys' fees to the extent allowable by law on the appropriate causes of action;
6. For Reinstatement of Plaintiff's employment;
7. For punitive damages as allowed by law
8. An award of Plaintiff's costs, disbursements, and reasonable attorneys' fees to the extent allowable by law on the appropriate causes of action;
9. An award of pre-judgment and post-judgment interest, as provided by law;
10. A civil penalty not to exceed ten thousand dollars (\$10,000.00) for each violation of Labor Code § 1102.5.
11. A civil penalty not to exceed ten thousand dollars (\$10,000.00) for each violation of Labor Code § 98.6
12. a \$750 penalty pursuant to Labor Code § 1198.5(k).
13. An award of such other and further legal and equitable relief as this Court deems necessary, just, and proper.

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3 **DEMAND FOR JURY TRIAL**

4 Plaintiff hereby demands a jury trial as provided by § 631 of the California Code of Civil
5 Procedure.

6 Dated: February 6, 2024

LAW OFFICES OF MORRIS NAZARIAN

7 *Morris Nazarian*
8 _____

9 Morris Nazarian, Esq.

Attorney for Plaintiff

10 **SUKHPAL SINGH**
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