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LUKAS NOURI

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

LUKAS NOURI, on behalf of himself and the
Aggrieved Employees,

Plaintiff,

vs.

SUNSET ATHLETIC CLUB, LLC (a
California limited liability company) dba
MONARCH ATHLETIC CLUB; RYAN
GREENE (an individual); and DOES 1
through 25, inclusive,

Defendants.

Case No. 24STCV01585

**FIRST AMENDED COMPLAINT
(INDIVIDUAL AND REPRESENTATIVE
ACTION)**

- 1. Failure to Pay Overtime**
- 2. Failure to Provide Meal Periods**
- 3. Failure to Authorize and Permit Rest Periods**
- 4. Failure to Pay Minimum Wages**
- 5. Untimely Payment of Final Wages**
- 6. Unauthorized Deductions from Wages**
- 7. Failure to Provide Accurate Itemized Wage Statements**
- 8. Failure to Reimburse for Necessary Business Expenses**
- 9. Retaliation**
- 10. Violation of California Labor Code § 2699**

DEMAND FOR TRIAL BY JURY

Plaintiff Lukas Nouri ("Plaintiff") brings this action against Sunset Athletic Club, LLC (a
California limited liability company) dba Monarch Athletic Club ("Monarch") and Dr. Ryan

FILED
Superior Court of California
County of Los Angeles
04/15/2024

David W. Slayton, Executive Officer / Clerk of Court
By: D. Jones Deputy

1 Greene (“Dr. Greene”), and/or Does 1 through 25, inclusive, on behalf of himself and the
2 Aggrieved Employees, who are defined as: “All individuals, including alleged independent
3 contractors, exempt employees, and non-exempt employees, who worked for Sunset Athletic
4 Club, LLC, dba Monarch Athletic Club, in California at any time from January 12, 2023, until this
5 matter is resolved.” Monarch, Dr. Greene, and/or Does 1 through 25 are collectively referred to
6 herein as “Defendants.” Plaintiff complains and alleges as follows based on personal knowledge
7 and/or information and belief.

8 **THE PARTIES**

9 1. Plaintiff is, and at all times mentioned in this complaint was, a resident of
10 Woodland Hills, County of Los Angeles, California.

11 2. Monarch is a limited liability company organized and existing under the laws of
12 California with its principal place of business in West Hollywood, which is in Los Angeles
13 County.

14 3. Dr. Greene is a resident of Los Angeles County.

15 4. Monarch is, and was at all times mentioned in this complaint, authorized to conduct
16 business in Los Angeles County, California. Monarch’s place of business, where the below-
17 described incidents took place, is in Los Angeles County, at 8730 West Sunset Boulevard, West
18 Hollywood, CA 90069.

19 5. Plaintiff worked for Monarch at the 8730 West Sunset Boulevard, West
20 Hollywood, CA 90069 location from January 16, 2023, until December 22, 2023. During the
21 period relevant to this complaint, Plaintiff worked as a strength and conditioning coach.

22 6. Plaintiff is informed and believes that at all times relevant herein, Dr. Greene was
23 the managing member of Monarch and is Monarch’s co-founder and Medical Director.

24 7. The names and capacities of DOES 1 through 25, inclusive (“DOES”) are unknown
25 to Plaintiff at this time, and Plaintiff therefore sues such DOE defendants under fictitious names.
26 Plaintiff is informed and believes, and thereupon alleges, that each Defendant designated as a
27 DOE is in some manner highly responsible for the occurrences alleged herein, and that Plaintiff’s
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1 injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE
2 defendants. Plaintiff will seek leave of the court to amend this complaint to allege the true names
3 and capacities of such DOE defendants when ascertained.

4 8. Plaintiff is informed and believes, and thereon alleges, that each and every one of
5 the acts and omissions alleged herein were performed by, and/or attributable to, all Defendants,
6 each acting as agents and/or employers, and/or under the direction and control of, each of the other
7 Defendants, and that said acts and failure to act were within the course and scope of said agency,
8 employment, and/or direction and control.

9 9. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
10 acted in all respects pertinent to this action as the agent of the other Defendants, that they carried
11 out a joint scheme, business plan or policy in all respects pertinent thereto, and that the acts of
12 each Defendant are legally attributable to the other Defendants.

13 10. As a direct and proximate cause of the Defendants' unlawful acts, Plaintiff has
14 suffered, and continues to suffer, from loss of earnings in amounts as yet unascertained, but
15 subject to proof at trial, and within the jurisdiction of this Court.

16 11. All Defendants were responsible for the events and damages alleged herein,
17 including on the following bases: (a) Defendant committed the acts alleged; (b) at all relevant
18 times, one or more of the Defendants was the agent or employee, and/or acted under the control or
19 supervision of one or more of the remaining Defendants, and in committing the acts alleged, acted
20 within the course and scope of such agency and employment, and/or are otherwise liable for
21 Plaintiff's damages; (c) at all relevant times, there existed a unity of ownership and interest
22 between or among two or more of the Defendants such that any individuality and separateness
23 between or among those Defendants has ceased, and Defendants are the alter egos of one another.
24 Defendants exercised domination and control over one another to such an extent that any
25 individuality or separateness of Defendants does not, and at all times herein mentioned did not,
26 exist. Adherence to the fiction of the separate existence of Defendants would permit abuse of the
27 corporate privilege and would sanction fraud and promote injustice. All actions of all Defendants
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1 were taken by employees, supervisors, executives, officers, and directors during employment with
2 all Defendants, were taken on behalf of all Defendants, and were engaged in, authorized, ratified,
3 and approved of by all other Defendants.

4 **JURISDICTION AND VENUE**

5 12. The Superior Court of the State of California has jurisdiction over this action
6 pursuant to California Constitution Article VI, section 10, which grants the Superior Court
7 “original jurisdiction in all cases except those given by statute to other trial courts.”

8 13. The Superior Court of the State of California has jurisdiction in this matter because
9 Plaintiff is a resident of the State of California. Moreover, upon information and belief, at least
10 one of the Defendants is a citizen of the state of California, the acts alleged herein took place in
11 California, and significant relief is being sought against Defendants, whose violations of
12 California law form the basis for Plaintiff's claims. Further, no federal question is at issue because
13 the claims are based solely on California law, and least one Defendant is a resident of any/or
14 regularly conducts business in the State of California, as well as its principal place of business is
15 located within California.

16 14. Venue is proper in this judicial district and Los Angeles County because Plaintiff
17 worked for Monarch in Los Angeles County, Monarch maintains offices and facilities and
18 transacts business in Los Angeles County, and Defendants’ illegal acts, which are the subject of
19 this action, occurred in Los Angeles County. Thus, a substantial portion of the transactions and
20 occurrences related to this action occurred in this county. Cal. Civ. Proc. Code § 395.

21 15. IWC Wage Order No. 2 applies to this matter because Monarch is in the personal
22 services industry.

23 16. Labor Code section 558.1(a) provides that “[a]ny employer or other person acting
24 on behalf of an employer, who violates, or causes to be violated, any provision regulating
25 minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or
26 violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held
27 liable as the employer for such violation.”
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17. Labor Code section 558.1(b) explains that “For purposes of this section, the term ‘other person acting on behalf of an employer’ is limited to a natural person who is an owner, director, officer, or managing agent of the employer....”

18. As a managing member, co-founder, and Medical Director of Monarch, Dr. Greene is personally liable for Defendants' violations of Labor Code sections 203, 226, 226.7, 1194, and 2802, as well as for its violations of Labor Code section 1102.5, which can be brought against an employer or anyone acting on behalf of an employer.

GENERAL ALLEGATIONS

19. Monarch is a luxury health and wellness club. Its website states that it is a “one-stop shop for all things health and wellness.” Monarch offers several premium services to its members on an unlimited basis, including but not limited to personal training, preventative medicine, physical therapy, mobility training, nutrition counseling, and life coaching. Monarch engages workers such as doctors, nurse practitioners, physical therapists, nutritionists, strength and conditioning coaches, life coaches, and massage therapists to provide services to Monarch’s members.

20. Until approximately December 2023, Monarch classified its strength and conditioning coaches (“coaches”), such as Plaintiff, and all other types of workers described above, as independent contractors (collectively, “contractors”).

21. Monarch purported to classify Plaintiff and many of the Aggrieved Employees as independent contractors, rather than employees. Under California law, an individual cannot be classified as an independent contractor unless Monarch can prove all the following:

A. The worker is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact;

B. The worker performs work that is outside the usual course of the hiring entity's business; and

C. The worker is customarily engaged in an independently established trade,

1 occupation, or business of the same nature as that involved in the work performed.

2 See Lab. Code § 2775(b)(1).

3 22. Monarch cannot satisfy any of these requirements for Plaintiff or the Aggrieved
4 Employees. It cannot satisfy (A) because it directly controlled when, where, and how they worked
5 and required them to report to and take direction from a supervisor. Monarch cannot satisfy (B)
6 because Monarch is a health club and it engaged Plaintiff and the Aggrieved Employees to
7 perform services to Monarch's members that are at the core of Company's business. Monarch
8 cannot satisfy (C) because the Aggrieved Employees worked for Monarch on a full-time basis and
9 did not maintain independent businesses.

10 23. In direct contravention of the classification as an independent contractor, Monarch
11 designated a "Direct Supervisor" to each coach, and likely to all other Aggrieved Employees. It
12 paid them at an annualized rate (when Plaintiff started, his annualized rate for full-time work was
13 \$60,000). For that annualized pay rate, Monarch required coaches to spend a specific number of
14 hours providing personal training services at Monarch during specified time slots.

15 24. Monarch required coaches to perform other duties such as member onboarding,
16 attending team meetings, creating systems and processes, and other functions as may be assigned
17 by their supervisor. In addition to these duties, coaches such as Plaintiff also had to spend time
18 creating individualized fitness programs for clients and documenting clients' progress. As a result,
19 Plaintiff and other coaches worked more than 8 hours per day and 40 hours per week. Yet,
20 Monarch paid no overtime premium.

21 25. Upon information and belief, Monarch exerted similar control over the Aggrieved
22 Employees, yet classified them as independent contractors, and failed to pay them for all straight
23 time and overtime worked.

24 26. Because Monarch classified its workers as independent contractors, it did not
25 provide meal periods or authorize or permit a rest period for every four hours of work or major
26 fraction thereof, nor did it pay meal/rest premiums. Monarch also did not track the Aggrieved
27 Employees' work time. Monarch paid the Aggrieved Employees' annualized amount bi-weekly
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1 and provided a “Direct Deposit Advice,” which did not reflect any deductions (though they were
2 sometimes taken for things like parking), and showed 80 hours per pay period, regardless of the
3 number of hours actually worked, because work hours were not tracked.

4 27. Monarch offered Plaintiff and the Aggrieved Employees performance-based
5 bonuses. It also offered contractors a benefit it called “Base Pay, Not-Working,” which is just paid
6 time off by another name. In Plaintiff’s “Independent Contractor Offer,” Monarch promised him
7 40 hours of paid time off for each 6 months of work, which was earned on a weekly pro-rata basis.

8 28. Monarch required Plaintiff and the Aggrieved Employees to use their own cell
9 phones and computers to contact clients, maintain their schedules, and draft and store clients’ data
10 into an app. It also required some Aggrieved Employees to maintain their own general liability
11 insurance. For coaches, Monarch required insurance with policy limits of \$1M per occurrence and
12 \$2M the aggregate.

13 29. After receiving a letter on December 6, 2023, from William E. Stoner, counsel for
14 another misclassified Monarch employee, noting Monarch’s widespread intentional employee
15 misclassification, Monarch began transferring coaches (and perhaps other Aggrieved Employees)
16 to employee status and required these “new” employees to sign arbitration agreements. Monarch
17 made these employment offers on approximately December 18, 2023, and insisted on responses
18 from all coaches by December 26, 2023 (later extended to December 29, 2023, after numerous
19 complaints).

20 30. Monarch made an employment offer to Plaintiff, thanking him for his “incredible
21 contributions to the Monarch team” and calling him an “example of the Monarch standard and a
22 leader.” On December 20, 2023, Plaintiff raised several concerns about the terms of his
23 employment offer, including that an exempt classification would be improper and that Monarch’s
24 paid sick leave policy provided less leave than what is required by applicable law. Two days later,
25 Monarch terminated Plaintiff, allegedly because “his services are no longer required.”

26 31. Monarch did not provide Plaintiff with his final pay immediately upon termination.
27 Rather, it paid him on December 27, 2023, five days after terminating him. At the time of his
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1 termination Plaintiff had accrued and unused “Base Pay, Not-Working” (i.e. paid time off). He
2 requested payment for this time, but Monarch ignored this request and did not pay him.

3 32. During the relevant time period, Defendants willfully misclassified Plaintiff and
4 many Aggrieved Employees as independent contractors. In reality they were Monarch’s
5 employees, and as such, were entitled to minimum wages, overtime, meal periods, rest periods,
6 premium pay for missed meal and rest periods, and accurate itemized wage statements, timely
7 payment of final wages, and reimbursement for necessary business expenses. Because of the
8 misclassification, Defendants provided none of that.

9 **FIRST CAUSE OF ACTION**

10 **(Failure to Pay Overtime in Violation of California Labor Code §§ 510(a) and 1198 and**
11 **Wage Order No. 2, subd. 3(A))**

12 **(By Plaintiff Individually Against All Defendants)**

13 33. Plaintiff incorporates by reference, and realleges as if fully stated herein, each and
14 every allegation set forth above.

15 34. California Labor Code section 1198 and the applicable Industrial Welfare
16 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
17 compensating them at a rate of pay either time-and-a-half or two-times that person’s regular rate
18 of pay, depending on the number of hours worked on a daily or weekly basis.

19 35. Specifically, the applicable IWC Wage Order provides that Defendants are and
20 were required to pay Plaintiff at the rate of one-and-one-half Plaintiff’s regular rate of pay for all
21 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

22 36. The applicable IWC Wage Order further provides that Defendants are and were
23 required to pay Plaintiff overtime compensation at a rate of two times Plaintiff’s regular rate of pay
24 for all hours worked in excess of twelve (12) hours in a day and for all hours worked in excess of
25 (8) hours on the seventh day of work in a workweek.

26 37. California Labor Code section 510(a) codifies the right to overtime compensation
27 at one-and-one-half times the regular rate of pay for hours worked in excess of eight (8) hours in a
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1 day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh day of
2 work, and twice the regular rate for hours worked in excess of twelve (12) hours in a day or in
3 excess of eight (8) hours in a day on the seventh day of work.

4 38. During the relevant period, Defendants willfully misclassified Plaintiff as an
5 independent contractor. Plaintiff regularly worked hours that triggered his right to overtime
6 compensation, but Defendants intentionally and willfully failed to pay overtime wages to Plaintiff.

7 39. Defendants' failure to pay Plaintiff overtime compensation as required by law
8 violates the provisions of the applicable Wage Order and California Labor Code sections 510(a)
9 and 1198.

10 40. Pursuant to California Labor Code section 1194(a), Plaintiff is entitled to recover
11 unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

12 **SECOND CAUSE OF ACTION**

13 **(Failure to Provide Meal Periods in Violation of Wage Order No. 2, Subd. 11 and California**
14 **Labor Code §§ 512(a) and 226.7(b) and (c))**

15 **(By Plaintiff Individually Against All Defendants)**

16 41. Plaintiff incorporates by reference, and realleges as if fully stated herein, each and
17 every allegation set forth above.

18 42. Wage Order 2 and California Labor Code sections 226.7(b) and (c) and 512(a)
19 applied to Plaintiff's employment by Defendants.

20 43. IWC Wage Order 2, subdivision 11(A) and California Labor Code section 512(a)
21 provide that an employer may not require, cause, or permit an employee to work for a work period
22 of more than five (5) hours per day without providing the employee with a meal period of not less
23 than thirty (30) minutes, except that if the total work period per day for the employee is no more
24 than six (6) hours, the meal period may be waived by mutual consent of both the employer and
25 employee.

26 44. California Labor Code section 512(a) further provides that an employer may not
27 require, cause, or permit an employee to work for a work period of more than ten (10) hours per
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1 day without providing the employee with a second uninterrupted meal period of not less than
2 thirty (30) minutes, except if the total hours worked is no more than twelve (12) hours, the second
3 meal period may be waived by mutual consent of the employer and the employee only if the first
4 meal period was not waived.

5 45. Plaintiff was scheduled to work for periods of longer than six (6) hours and was
6 required to work for longer than five (5) hours without an uninterrupted meal period of not less
7 than thirty (30) minutes, and did not waive the meal periods.

8 46. Plaintiff was scheduled to work for periods of longer than ten (10) hours and was
9 required to work for longer than ten (10) hours without an uninterrupted second meal period of not
10 less than thirty (30) minutes, and did waive the meal periods.

11 47. Defendants intentionally and willfully failed to provide Plaintiff with meal periods
12 and failed to pay Plaintiff the meal premium for these missed, late, and shortened meal periods.

13 48. California Labor Code section 226.7(b) provides that no employer shall require an
14 employee to work during any meal or rest period mandated by an applicable order of the
15 California IWC.

16 49. Pursuant to the applicable IWC Wage Order 2, subdivision 11(B), and California
17 Labor Code section 226.7(c), Defendant should have paid Plaintiff one additional hour of pay at
18 Plaintiff's regular rate of compensation for each workday that a meal period was not provided and
19 a premium was not paid.

20 50. Defendants' conduct violates Wage Order 2, subdivisions 11(A) and (B) and
21 California Labor Code section 226.7(b) and (c), and 512(a).

22 **THIRD CAUSE OF ACTION**

23 **(Failure to Authorize and Permit Rest Periods in Violation of Wage Order No. 2, subd.**

24 **12(A) and (B) and 226.7(b) and (c)**

25 **(By Plaintiff Individually Against All Defendants)**

26 51. Plaintiff incorporates by reference, and realleges as if fully stated herein, each and
27 every allegation set forth above.

1 52. IWC Order 2, subdivisions 12(A) and (B) and California Labor Code sections
2 226.7(b) and (c) apply to Plaintiff's employment by Defendants.

3 53. IWC Wage Order 2, subdivision 12(A), provides that "[e]very employer shall
4 authorize and permit all employees to take rest periods, which insofar as practicable shall be in the
5 middle of each work period" and that the "rest period time shall be based on the total hours
6 worked daily at the rate of ten (10) minutes met rest time per four (4) hours or major fraction
7 thereof unless the total daily work time is less than three and one-half (3.5) hours."

8 54. At all relevant times, California Labor Code section 226.7(b) provides that no
9 employer shall require an employee to work during any meal or rest period mandated by an
10 applicable order of the California IWC.

11 55. During the relevant period, Defendants required Plaintiff to work more than three
12 and one-half (3.5) hours without authorizing or permitting a ten (10) minute rest period for each
13 four (4) hour work period.

14 56. During the relevant period, Defendants willfully required Plaintiff to work during
15 rest periods, failed to allow Plaintiff to take any rest period and/or failed to authorize and permit
16 Plaintiff to take uninterrupted, duty-free rest breaks.

17 57. Pursuant to the applicable IWC Wage Order 2, subdivision 12(B) and California
18 Labor Code section 226.7(c), Defendant should have paid Plaintiff one additional hour of pay at
19 Plaintiff's regular rate of compensation for each workday that a rest period was not authorized and
20 permitted and a premium was not paid.

21 58. To the extent Monarch paid any premiums, it paid them at Plaintiff's base hourly
22 rate, not the regular rate of compensation as required under *Ferra v. Loews Hollywood Hotel,*
23 LLC, 11 Cal. 5th 858, 878 (2021).

24 59. Defendants intentionally and willfully required Plaintiff to miss his rest periods and
25 take rest periods that were late, shortened, or interrupted, and failed to Plaintiff premium pay for
26 these missed, late, and shortened rest periods.

27 60. Defendants' conduct violates the applicable IWC Wage Order, subdivisions 12(A)
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1 and (B) and California Labor Code section 226.7(b) and (c).

2 **FOURTH CAUSE OF ACTION**

3 **Failure to Pay Minimum Wages in Violation of California Labor Code §§ 1194, 1197, and**
4 **1197.1**

5 **(By Plaintiff Individually Against All Defendants)**

6 61. Plaintiff incorporates by reference, and realleges as if fully stated herein, each and
7 every allegation set forth above.

8 62. California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum
9 wage must be paid to employees and that payment of a lesser wage is unlawful.

10 63. Defendants regularly failed to pay minimum wages to Plaintiff as required pursuant
11 to California Labor Code sections 1194, 1197, and 1197.1.

12 64. Pursuant to California Labor Code sections 1194, 1197, and 1197.1, Plaintiff is
13 entitled to recover the unpaid balance of his minimum wage compensation as well as interest,
14 costs, and attorneys' fees, and liquidated damages in an amount equal to the wages unlawfully
15 unpaid and interest thereon.

16 **FIFTH CAUSE OF ACTION**

17 **(Untimely Payment of Final Wages in Violation of California Labor Code §§ 201, 202, 203,**
18 **and 227.3)**

19 **(By Plaintiff Individually Against all Defendants)**

20 65. Plaintiff incorporates by reference, and realleges as if fully stated herein, each and
21 every allegation set forth above.

22 66. California Labor Code sections 201 and 202 provide that if an employer discharges
23 an employee, the wages earned and unpaid at the time of discharge are due and payable
24 immediately, and if an employee quits his or her employment, his or her wages shall become due
25 and payable not later than seventy-two hours thereafter, unless the employee has given seventy-
26 two hours' notice of his or her intention to quit, in which case, the employee is entitled to his or
27 her wages at the time of quitting.

67. California Labor Code section 227.3 provides that whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation time shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy.

68. Plaintiff's employment with Monarch was terminated by involuntary discharge by Monarch. Defendants intentionally and willfully failed to pay Plaintiff upon termination all of his wages, earned and unpaid, including but not limited to straight time wages, minimum wages, overtime wages, and premium pay as required by law.

69. Plaintiff also had vested paid vacation under Defendants’ “Base Pay, Not-Working” policy set forth in his offer letter. Plaintiff demanded payment for this upon his termination. Defendants ignored this demand and did not pay.

70. This failure to pay earned and unpaid wages and vacation is a violation of California Labor Code sections 201 and 202.

71. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty (“waiting time penalty”) from the due date thereof at the same rate or until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

72. Plaintiff's wages have been due and owing for more than 30 days since Plaintiff's termination of employment, and Defendants' failure to pay was willful. Thus, Defendants are liable to Plaintiff for 30 days' pay.

SIXTH CAUSE OF ACTION

(Unauthorized Deductions from Wages in Violation of California Labor Code § 221)

(By Plaintiff Individually Against All Defendants)

73. Plaintiff incorporates by reference, and realleges as if fully stated herein, each and every allegation set forth above.

74. California Labor Code section 221 provides that it “shall be unlawful for any

1 employer to collect or receive from an employee any part of wages theretofore paid by said
2 employer to said employee.”

3 75. Defendants deducted from Plaintiff's wages for parking, which he neither requested
4 nor used.

5 76. Plaintiff did not authorize these deductions in writing, nor were these deductions
6 for insurance premiums, hospital or medical dues, or to cover health and welfare or pension
7 contributions.

8 77. Defendant's unlawful conduct deprived Plaintiff of his earned wages.

9 **SEVENTH CAUSE OF ACTION**

10 **(Failure to Provide Accurate Itemized Wage Statements in Violation of California Labor**
11 **Code § 226(a))**

12 **(By Plaintiff Individually Against All Defendants)**

13 78. Plaintiff incorporates by reference, and realleges as if fully stated herein, each and
14 every allegation set forth above.

15 79. California Labor Code section 226(a) provides that every employer shall furnish
16 each of its employees an accurate itemized statement in writing showing: (1) gross wages earned,
17 (2) total hours worked by the employee, (3) the number of piece-rate units earned and any
18 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that
19 all deductions made on written orders of the employee may be aggregated and shown as one item,
20 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
21 name of the employee and only the last four digits of his or her social security number or an
22 employee identification number other than a social security number, (8) the name and address of
23 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
24 period and the corresponding number of hours worked at each hourly rate by the employee.

25 80. Defendants failed to provide Plaintiff with complete and accurate wage statements.
26 Because Monarch willfully misclassified Plaintiff as an independent contractor, it did not track
27 Plaintiff's work hours, and did not pay for all of them. Therefore, the pay advice Defendants
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1 provided violates Labor Code section 226(a) because they did not accurately reflect the hours
2 worked and/or gross wages earned. They also did not itemize deductions.

3 81. Because of Defendants' violation of California Labor Code section 226(a), Plaintiff
4 has suffered injury and damage to his statutorily protected rights.

5 82. Plaintiff was denied both his right to receive, and his protected interest in receiving,
6 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

7 83. Because Defendants' failure to provide accurate itemized wage statement was
8 knowing and intentional, Plaintiff is entitled to recover from Defendants the greater of his actual
9 damages caused by Defendants' violation of Labor Code Section 226(a), or an aggregate penalty
10 not to exceed four thousand dollars, pursuant to Labor Code section 226(e).

11 **EIGHTH CAUSE OF ACTION**

12 **(Failure to Reimburse for Necessary Business Expenses in Violation of California Labor**
13 **Code § 2802)**

14 **(By Plaintiff Individually Against All Defendants)**

15 84. Plaintiff incorporates by reference, and realleges as if fully stated herein, each and
16 every allegation set forth above.

17 85. Pursuant to California Labor Code section 2802, "an employer shall indemnify his
18 or her employee for all necessary expenditures or losses incurred by the employee in direct
19 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
20 employer."

21 86. Plaintiff incurred expenses that were necessary for performing his job duties and/or
22 in direct consequence of obeying Defendants' directions.

23 87. Specifically, Plaintiff incurred necessary business expenses, including but not
24 limited to, computer, cell phone, and liability insurance.

25 88. Defendants knew Plaintiff could not perform his job duties without incurring these
26 expenses, yet Defendants did not reimburse Plaintiff for these expenses.

27 89. As a result, Defendants unlawfully shifted its costs of doing business to Plaintiff in
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1 violation of Labor Code section 2802.

2 90. Plaintiff is entitled to reimbursement of all business expenses, plus interest accrued
3 from the date on which the employee incurred the expenses.

4 **NINTH CAUSE OF ACTION**

5 **Violation of Labor Code § 1102.5, et seq.**

6 **(Against All Defendants)**

7 91. Plaintiff incorporates by reference, and realleges as if fully stated herein, each and
8 every allegation set forth above.

9 92. At all relevant times, California Labor Code section 1102.5 was in effect and was
10 binding on Defendants. This statute prohibits Defendants from retaliating against any employee,
11 including Plaintiff, for raising complaints about violation or non-compliance with a law or
12 regulation, either to a person with authority over Plaintiff or to an employee who has authority to
13 investigate, discover, or correct the violation or non-compliance.

14 93. Plaintiff reported to Defendants that Monarch's proposal to "officially" employ
15 him was unlawful because it would misclassify him as exempt and because the amount of paid
16 sick leave provided by Defendants' policies does not comply with the law.

17 94. Because of this report, Defendants retaliated against Plaintiff by terminating him.
18 Specifically, after commending Plaintiff's performance in connection with extending the formal
19 employment offer, Defendants terminated Plaintiff just two days later, telling him that his services
20 were no longer necessary.

21 95. Because Plaintiff's report was a contributing factor for the termination, California
22 Labor Code section 1102.6 requires Defendants to prove by clear and convincing evidence that the
23 termination would have occurred for legitimate, independent reasons even if Plaintiff had not
24 engaged in activities protected by section 1102.5.

25 96. As a proximate result of Defendants' willful, knowing, and intentional retaliation
26 against Plaintiff, Plaintiff has sustained and continues to sustain substantial losses of earnings and
27 other employment benefits.

97. As a proximate result of Defendants' willful, knowing, and intentional retaliation against Plaintiff, Plaintiff has suffered and continues to suffer humiliation, damage to reputation, emotional distress, and mental and physical pain and anguish, causing damages in a sum according to proof.

98. Under California Labor Code section 1102.5(f), Defendants are also liable for a civil penalty of up to \$10,000 for each violation of section 1102.5.

99. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to California Labor Code section 1102.5(j), Plaintiff may recover reasonable attorneys' fees in an amount according to proof.

100. Defendants committed the acts herein despicably, maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, from an improper and evil motive amounting to malice, and in conscious disregard of Plaintiff's rights. Plaintiff is thus entitled to punitive damages from Defendants in an amount according to proof.

TENTH CAUSE OF ACTION

Violation of Labor Code §2699, *et seq.*

(By Plaintiff on Behalf of Himself and the Aggrieved Employees Against All Defendants)

101. Plaintiff incorporates by reference, and realleges as if fully stated herein, each and every allegation set forth above.

102. Plaintiff brings this cause of action as a representative action on behalf of himself and similarly situated Aggrieved Employees in the capacity as a private attorney general pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2699, *et seq.* (“PAGA”).

103. PAGA specifically provides for a private right of action to recover civil penalties for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any provision of this code that provides a civil penalty to be assessed and collected by the Labor Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a

1 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
2 former employees pursuant to the procedures specified in Section 2699.3.” California Labor Code
3 § 2699(a).

4 104. Plaintiff was employed by Defendants, and the Labor Code violations alleged
5 above were committed against him during the time of his employment. Plaintiff and the other
6 employees of Defendants are therefore “aggrieved employees” as defined by California Labor
7 Code section 2699(c) in that they are all current or former employees of Defendants, and one or
8 more of the alleged violations were committed against them.

9 105. Defendants committed the same violations of Labor Code sections 510(a), 1198,
10 512(a), 226.7(b), 226.7(c), 1194, 1197, 1197.1, 201, 202, 203, 204, 227.3, 221, 226(a), 2802, and
11 1102.5 against the Aggrieved Employees as it committed against Plaintiff, which are detailed
12 above.

13 106. Additionally, by engaging in a pattern or practice of misclassifying Plaintiff and the
14 Aggrieved Employees as independent contractors, Defendants violated Labor Code section 226.8.

15 107. Because Defendants misclassified Plaintiff and the Aggrieved Employees as
16 independent contractors, it did not provide paid sick leave, in violation of Labor Code section 246.

17 108. Defendants failed to maintain payroll records showing the number of hours worked
18 daily by Plaintiff and the Aggrieved Employees in violation of Labor Code section 1174, either
19 because Defendants misclassified them as independent contractors, or otherwise did not properly
20 track hours worked.

21 109. Because Defendants failed to pay Plaintiff and the Aggrieved Employees wages,
22 overtime, accrued vacation, and meal rest premiums, it failed to timely pay wages in violation of
23 Labor Code section 204.

24 110. As set forth in detail above, during all times relevant to this Action, Defendant has
25 routinely subjected Plaintiff and the Aggrieved Employees to violations of the California Labor
26 Code by:

27 (a) Misclassifying Plaintiff and the Aggrieved Employees as independent
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- 1 contractors in violation of Labor Code § 226.8;
- 2 (b) Failing to Pay Plaintiff and the Aggrieved Employees all earned minimum
- 3 wage compensation in violation of Labor Code §§ 1194 and 1197 et seq.;
- 4 (c) Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
- 5 compensation in violation of Labor Code § 510 and 1198;
- 6 (d) Failing to provide legally required meal periods to Plaintiff and the Aggrieved
- 7 Employees in violation of Labor Code 512(a);
- 8 (e) Failing to authorize and permit Plaintiff and the Aggrieved Employees to take
- 9 duty-free rest periods in violation of Labor Code §§ 226.7(b);
- 10 (f) Failing to pay Plaintiff and the Aggrieved Employees premium pay for each
- 11 meal or rest period not provided, authorized, or permitted, in violation of Labor
- 12 Code § 226.7(c);
- 13 (g) Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed
- 14 during employment in violation of Labor Code § 204;
- 15 (h) Failing to timely pay Plaintiff and the Aggrieved Employees their final wages
- 16 in violation of Labor Code §§ 201 and 202.
- 17 (i) Failing to timely pay Plaintiff and the Aggrieved Employees their wages during
- 18 employment in violation of Labor Code § 204.
- 19 (j) Making unauthorized deductions from the wages of Plaintiff and the Aggrieved
- 20 Employees in violation of Labor Code § 221.
- 21 (k) Failing to furnish Plaintiff and the Aggrieved Employees with complete,
- 22 accurate itemized wage statements in violation of Labor Code § 226(a);
- 23 (l) Failing to maintain accurate records relating to Plaintiff and the Aggrieved
- 24 Employees' work periods, meal periods, total daily hours, hours per pay period,
- 25 total wages and compensation, and applicable pay rates in violation of Labor
- 26 Code § 1174(d) and the applicable IWC Wage Order;
- 27 (m) Failing to reimburse Plaintiff and the Aggrieved Employees for necessary
- 28

1 business-related expenses in violation of Labor Code section 2802;
2 (n) Failing to provide paid sick leave in violation of Labor Code § 246; and
3 (o) Retaliating against Plaintiff and the Aggrieved Employees who engaged in
4 protected activity by reporting Defendants' violations of the Labor Code, in
5 violation of Labor Code § 1102.5.

6 111. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually
7 and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to
8 recover penalties against Defendants for the Labor Code violations described above, including but
9 not limited to penalties under California Code of Regulations Title section 11040, and penalties
10 under California Labor Code sections 2699(f), 558(a), 210(a), 1197.1(a), 226.3, 226.8(b) or (c),
11 1174.5, and 1197.1(a), 1102.5(f)(1), and any and all additional penalties and sums as provided by
12 the California Labor Code and/or other statutes. The exact amount of applicable penalties, in all, is
13 in an amount to be shown according to proof at trial.

14 112. Plaintiff has exhausted his administrative remedies pursuant to Labor Code section
15 2699.3. On January 12, 2024, Plaintiff's counsel submitted, via online filing with the LWDA and
16 certified mail to Defendants, notice of the specific provisions of the Labor Code and IWC Wage
17 Orders that Defendants have violated, including the facts and theories that support those
18 violations, and of Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiff also
19 paid the filing fee required by Labor Code section 2699.3. As of the filing of this Complaint, more
20 than 65 days have elapsed since the filing of the notice, and the LWDA has not indicated that it
21 intends to investigate the violations discussed in the notice. Accordingly, Plaintiff may commence
22 a civil action to recover penalties for himself and other Aggrieved Employees pursuant to Labor
23 Code section 2699.3.

24 113. Plaintiff was compelled to retain the services of counsel to file this Action to
25 protect his interests and those of the Aggrieved Employees, and to assess and collect the civil
26 penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and
27 costs pursuant to Labor Code section 2699(g)(1), and any other applicable statute.
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1 rest periods should have been provided, and for not paying the required premium pay.

2 125. That the Court award Plaintiff one (1) hour of pay at Plaintiff's regular rate of
3 compensation for each workday that a meal period was not provided under Labor Code Section
4 226.7(c).

5 126. For prejudgment interest on any unpaid wages from the date such amounts were
6 due.

7 127. For attorneys' fees and costs under Labor Code Section 218.5.

8 128. For such other and further relief as the Court may deem just and proper.

9 **As to the Fourth Cause of Action**

10 129. That the Court declare, adjudge, and decree that Defendants violated California
11 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
12 Plaintiff.

13 130. For general unpaid wages and special damages ad may be appropriate.

14 131. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
15 Plaintiff in the amount as may be established according to proof at trial.

16 132. For pre-judgment interest on any unpaid compensation from the date such amounts
17 were due pursuant to California Labor Code section 218.6.

18 133. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
19 California Labor Code section 1194(a).

20 134. For liquidated damages pursuant to California Labor Code section 1194.2; and

21 135. For such other and further relief as the Court may deem just and proper.

22 **As to the Fifth Cause of Action**

23 136. That the Court declare, adjudge, and decree that Defendants violated California
24 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed when
25 Plaintiff's employment terminated;

26 137. For statutory wage penalties pursuant to California Labor Code section 203; and

27 138. For such other and further relief as the Court may deem just and proper.

1 **As to the Sixth Cause of Action**

2 139. That the court declare, adjudge, and decree that Defendants violated California
3 Labor Code section 221 by making unauthorized deductions from Plaintiff's wages;

4 140. For damages in the amount of Plaintiff's wage that Defendants unlawfully
5 deducted;

6 141. For interest accrued form the date on which the deductions occurred;

7 142. For reasonable attorneys' fees and costs of suit under California Labor Code
8 section 218.5; and

9 143. For such other and further relief as the court may deem just and proper.

10 **As to the Seventh Cause of Action**

11 144. That the Court declare, adjudge, and decree that Defendants violated Labor Code
12 Section 226(a) and failed to provide Plaintiff with accurate itemized wage statements;

13 145. For actual damages according to proof, or statutory penalties pursuant to California
14 Labor Code section 226(e) up to \$4,000, whichever is greater;

15 146. For injunctive relief to ensure compliance with Labor Code Section 226(a),
16 pursuant to section 226(h);

17 147. For attorneys' fees and costs pursuant to Labor Code sections 226(e) and 226(h);
18 and

19 148. For such other and further relief as the Court may deem just and proper.

20 **As to the Eighth Cause of Action**

21 149. That the court declare, adjudge, and decree that Defendants violated California
22 Labor Code section 2802 by failing to reimburse Plaintiff for all necessary business expenses as
23 required by law;

24 150. For damages in the amount of Plaintiff's necessary business expenses that have not
25 been reimbursed;

26 151. For interest accrued from the date(s) on which Plaintiff incurred the expenses;

27 152. For reasonable attorneys' fees and costs of suit under California Labor Code
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1 section 2802(c); and

2 153. For such other and further relief as the court may deem just and proper.

3 **As to the Ninth Cause of Action**

4 154. That the court declare, adjudge, and decree that Defendants violated California
5 Labor Code section 1102.5;

6 155. For general and special damages;

7 156. For statutory damages;

8 157. For civil penalties under Labor Code § 1102.5(f);

9 158. For punitive damages under Cal. Civ. Code § 3294;

10 159. For an award of costs under Cal. Code Civ. Pro. § 1032;

11 160. For an award of reasonable attorneys' fees under Cal. Lab. Code § 1102.5(j)

12 161. For an award of pre-judgment and post-judgment interest for the maximum amount
13 allowed by law on all damages awarded under Cal Civ. Code §§ 3288 and Cal. Code Civ. Proc §
14 685.010;

15 162. For any and all other relief the Court deems just and proper.

16 **As to the Tenth Cause of Action**

17 163. For the imposition of civil penalties pursuant to California Labor Code §§
18 2699(f), 558(a), 210(a), 1197.1(a), 226.3, 226.8(b) or (c), 1174.5, 1102.5(f)(1), and 1197.1(a)
19 and all other penalties allowed by the California Labor Code and/or other applicable statutes;

20 164. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of the
21 California Labor Code; and

22 165. For such other relief as the court deems just and proper.

23 Respectfully submitted,

24 DATED: April 15, 2024

ADVANTAGE ADVOCATES, P.C.

25 By:

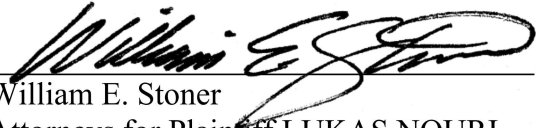
26 
27 Amy S. Ramsey

28 Attorney for Plaintiff LUKAS NOURI

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DATED: April 15, 2024

STONER CARLSON LLP

By: 
William E. Stoner
Attorneys for Plaintiff LUKAS NOURI

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REQUEST FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues.

DATED: April 15, 2024

ADVANTAGE ADVOCATES, P.C.

By:

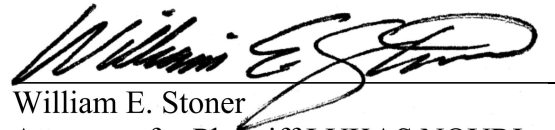


Amy S. Ramsey
Attorney for Plaintiff LUKAS NOURI

DATED: April 15, 2024

STONER CARLSON LLP

By:



William E. Stoner
Attorneys for Plaintiff LUKAS NOURI

PROOF OF SERVICE

I, Amy S. Ramsey, hereby declare and state that:

I am over the age of eighteen years, employed in the County of Los Angeles, California, and not a party to the within action. My business address is: 21 Miller Alley, Suite 56, Pasadena, CA 91103.

On April 15, 2024, I served copies of the following document described as: **First Amended Complaint** on the interested party in this action as follows:

Peter Choi
GORDON REES SCULLY MANSUKHANI, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071
pchoi@grsm.com

Kevin R. Allen
GORDON REES SCULLY MANSUKHANI, LLP
3 Park Center Dr., Ste. 200
Sacramento, CA 95825
kallen@grsm.com

☒ BY E-SERVICE: Based on an agreement of the parties to accept service by electronic transmission via email, I caused the document(s) described above to be sent to the persons at the email addresses listed above or on the attached Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. (C.C.P § 2.251)

☐ BY MAIL: I am readily familiar with our business practice for collecting, processing and mailing correspondence and pleadings with the United States Postal Service. Such correspondence and pleadings are deposited with the United States Postal Service on the same day that they are placed for mailing in the ordinary course of business. I sealed each envelope and, with postage thereon fully prepaid, placed it for mailing in accord with our business' practice. (C.C.P § 1013(a) and (b))

☐ BY UNITED PARCEL SERVICE: I caused such envelope(s) to be placed in the UPS Express repository at , California, which provides for next business day delivery on the above addresses by placing a true copy thereof enclosed in a sealed envelope addressed as per above.

☐ BY PERSONAL SERVICE: I caused such envelope to be delivered on the above addresses by a process server employed by .

☐ VIA FACSIMILE: I faxed said document, to the office(s) of the addressee(s) shown above, and the transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 15, 2024 at Pasadena, California.



Amy S. Ramsey