

1 Ian Herzog, Esq. [Bar No. 41396]

2 Herzog@ix.netcom.com

3 Scott A. Brooks, Esq. [Bar No. 160115]

4 sb@avlaw.info

5 **HERZOG, YUHAS, FOURNIER & ARDELL, LLP**

6 2121 Avenue of the Stars, Suite 2600

7 Los Angeles, California 90067

8 Telephone: (310) 458-6660

9 Facsimile: (310) 458-9065

10 Attorneys for plaintiff Ayanna Saboor

Electronically FILED by
Superior Court of California,
County of Los Angeles
2/13/2024 12:00 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Covarrubias, Deputy Clerk

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF LOS ANGELES**

13 AYANNA SABOOR, individually, and
14 on behalf of others similarly situated,

15 Plaintiffs,

16 vs.

17 BOOST HEALTHCARE CONSULTING,
18 LLC, a California limited liability company;
19 and DOES 1 through 50, inclusive,

20 Defendants.

Case No.: **24STCV03687**

CLASS ACTION

COMPLAINT:

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Failure to Provide Required Meal Periods
4. Failure to Provide Required Rest Periods
5. Failure to Pay All Wages Due Upon Termination of Employment
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

DEMAND FOR JURY TRIAL

1 Comes now plaintiff Ayanna Saboor (“Plaintiff”), individually and on behalf of all
2 others similarly situated, demanding a jury trial, on behalf of herself and other persons
3 similarly situated, hereby alleges as follows:

4 **JURISDICTION AND VENUE**

5 1. The Superior Court of the State of California has jurisdiction in this matter
6 because Plaintiff is a resident of the State of California, and defendant Boost Healthcare
7 Consulting, LLC (“Boost”), a California limited liability company, and DOES 1 through 50,
8 inclusive (all defendants collectively “Defendants”), are qualified to do business in
9 California and regularly conduct business in California. Further, no federal question is at
10 issue because the claims are based solely on California law.

11 2. Venue is proper in this judicial district and the County of Los Angeles,
12 California because Plaintiff and other persons similarly situated, performed work for
13 Defendants in the County of Los Angeles, Defendants maintain offices and facilities and
14 transact business in the County of Los Angeles, and because Defendants’ illegal payroll
15 policies and practices which are the subject of this action were applied, at least in part, to
16 Plaintiff and persons similarly situated, in the County of Los Angeles.

17 **PLAINTIFF**

18 3. Plaintiff is a resident of the State of California and a current employee of
19 Defendants.

20 4. Plaintiff, on behalf of herself and other similarly situated current and former
21 employees of Defendants in the State of California at any time during the four years
22 preceding the filing of this action, and continuing while this action is pending, brings this
23 class action to recover, among other things, wages and penalties from unpaid wages
24 earned and due, including but not limited to unpaid minimum wages, unpaid and illegally
25 calculated overtime compensation, failure to provide compliant meal and rest periods,
26 illegal meal and rest period policies, failure to pay all wages due to discharged and
27 quitting employees, failure to properly classify employees as nonexempt pursuant to the
28 applicable Industrial Welfare Commission (“IWC”) Wage Orders, failure to indemnify

employees for necessary expenditures and/or losses incurred in discharging their duties, failure to provide accurate itemized wage statements, failure to maintain required records, and interest, attorneys' fees, costs, and expenses.

5. Plaintiff brings this action on behalf of herself and the following similarly situated classes of individuals (collectively “Class Members”): (1) all current and former employees of Defendants in the State of California at any time within the period beginning four years prior to the filing of this action and ending at the time this action settles or proceeds to final judgment (the “Class Period”), and (2) all current and former non-exempt employees of Defendants in the State of California at any time within the period beginning four years prior to the filing of this action and ending at the time this action settles or proceeds to final judgment the Class Period. Plaintiff reserves the right to name additional class representatives.

DEFENDANTS

6. Plaintiff is informed and believes, and thereon alleges, that defendant Boost Healthcare Consulting, LLC (“Boost”) is, and at all times relevant hereto was, a California limited liability company organized and existing under the laws of the State of California. Plaintiff is further informed and believes, and thereon alleges, that Boost is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, Boost maintains employees and facilities and conducts business in, and engages in illegal wage and hour and payroll practices and policies in, the County of Los Angeles, State of California.

7. The true names and capacities of DOES 1 through 30, inclusive, are unknown to Plaintiff at this time, and Plaintiff therefore sues such DOE defendants under fictitious names. Plaintiff is informed and believes, and thereon alleges, that each defendant designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and that Plaintiff and Class Members' injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE Defendants. Plaintiff will seek leave of the court to amend this Complaint to allege their true names and capacities

1 of such DOE Defendants when ascertained.

2 8. The true names and capacities of DOES 31 through 50, inclusive, are
3 unknown to Plaintiff at this time, and Plaintiff therefore sues such DOE defendants under
4 fictitious names. Plaintiff is informed and believes, and thereon alleges, that each
5 defendant designated as a DOE 31 through 50, inclusive, is an “other person acting on
6 behalf of an employer” as defined by Labor Code section 558.1 and is liable as the
7 employer for violating, or causing to be violated, provisions regulating minimum wages
8 and hours and days of work in orders of the IWC, and violating or causing to be violated,
9 sections 203, 226, 226.7, 1194, and 2802. Plaintiff will seek leave of the court to amend
10 this Complaint to allege the true names and capacities of such DOE Defendants when
11 ascertained.

12 9. Defendant Boost and DOES 1 through 50, are collectively referred to as
13 “Defendants.”

14 10. At all relevant times herein, Defendants were the joint employers of Plaintiff
15 and Class Members. Plaintiff is informed and believes, and thereon allege, that at all times
16 material to this complaint Defendants were the alter egos, divisions, affiliates, integrated
17 enterprises, joint employers, subsidiaries, parents, principals, related entities co-
18 conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
19 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
20 Defendant, and each was the alter ego of the other.

21 11. At all relevant times herein, Plaintiff and Class Members were employed by
22 Defendants under employment agreements that were partly written, partly oral, and
23 partly implied. In perpetrating the acts and omissions alleged herein, Defendants, and
24 each of them, acted pursuant to, and in furtherance of, their policies and practices of not
25 paying Plaintiff and Class Members all wages earned and due, through methods and
26 schemes which include, but are not limited to, failing to properly classify employees as
27 nonexempt pursuant to the applicable IWC Wage Orders, failing to pay overtime
28 premium wages and at the regular rate of pay; failing to provide rest and meal periods

1 and failing to pay meal and rest period premium wages and at the regular rate of pay;
2 failing to properly maintain records; failing to provide accurate itemized statements for
3 each pay period; failing to properly compensate Plaintiff and Class Members for necessary
4 expenditures; and requiring, permitting or suffering the employees to work off the clock,
5 in violation of the Labor Code and the applicable IWC Wage Orders.

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

11 13. Pursuant to Labor Code section 558.1, Defendants and any person acting on
12 behalf of any of the Defendants, are liable for violating, or causing to violate, any
13 provision regulating minimum wages or hours and days of work in any Wage Order of the
14 IWC, or Labor Code sections 203, 226, 226.7, 1193.6, 1194, or 2802.

15 14. As a direct and proximate result of the unlawful actions of Defendants,
16 Plaintiff and Class Members have suffered, and continue to suffer, from loss of earnings in
17 amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of
18 this Court.

19 **CLASS ACTION ALLEGATIONS**

20 15. This action is appropriately suited for a Class Action because:

21 a. The potential classes are each a significant number. Joinder of all
22 current and former employees individually would be impractical.

23 b. This action involves common questions of law and fact to the
24 potential class because the action focuses on Defendants' systematic course of illegal
25 payroll practices and policies, which was applied to all employees in violation of the Labor
26 Code, the applicable IWC Wage Order, and the Business and Professions Code which
27 prohibits unfair business practices arising from such violations.

28 c. The claims of Plaintiff are typical of the class because Defendants

1 subjected all non-exempt employees to identical violations of the Labor Code, the
2 applicable IWC Wage Order, and the Business and Professions Code.

3 d. Plaintiff is able to fairly and adequately protect the interests of all
4 members of the class because it is in his best interests to prosecute the claims alleged
5 herein to obtain full compensation due to them for all services rendered and hours
6 worked.

7 FIRST CAUSE OF ACTION

8 Failure to Pay Overtime Wages

9 [Labor Code §§ 510, 1194, 1198; IWC Wage Orders Nos. 4-2001, § 3 and 5-2001, § 3]

10 (By Plaintiff and all others similarly situated against all Defendants)

11 14. Plaintiff incorporates herein by specific reference, as though fully set forth,
12 the allegations in the foregoing paragraphs.

13 15. Pursuant to Labor Code sections 510, 1194, and IWC Wage Orders Nos. 4-
14 2001, section 3 and 5-2001, section 3, Defendants are required to compensate Plaintiff and
15 Class Members for all overtime, which is calculated at one and one-half (1 ½) times the
16 regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty
17 (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday,
18 with double time for all hours worked in excess of twelve (12) hours in any workday and
19 for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in
20 any workweek.

21 16. Plaintiff and Class Members are current and former non-exempt employees
22 entitled to the protections of Labor Code sections 510, 1194, and IWC Wage Orders Nos. 4-
23 2001 and 5-2001. During the Class Period, Defendants failed to compensate Plaintiff and
24 Class Members for all overtime hours worked as required under the foregoing provisions
25 of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at
26 one and one-half (1 ½) or double the regular rate of pay as provided by Labor Code
27 sections 510, 1194, and IWC Wage Order No. Orders Nos. 4-2001, section 3 and 5-2001,
28 section 3; requiring, permitting or suffering Plaintiff and Class Members to work off the

1 clock; requiring, permitting or suffering Plaintiff and Class Members to work through
2 meal and rest breaks; illegally and inaccurately recording time in which Plaintiff and Class
3 Members worked; failing to properly maintain Plaintiff's and Class Members' records;
4 failing to provide accurate itemized wage statements to Plaintiff for each pay period; and
5 other methods to be discovered.

6 17. In violation of California law, Defendants have knowingly and willfully
7 refused to perform their obligations to compensate Plaintiff and Class Members for all
8 wages earned and all hours worked. As a proximate result, Plaintiff and Class Members
9 have suffered, and continue to suffer, substantial losses related to the use and enjoyment
10 of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to
11 compel Defendants to fully perform their obligations under state law, all to their
12 respective damages in amounts according to proof at time of trial, and within the
13 jurisdiction of this Court.

14 18. Defendants' conduct described herein violates Labor Code sections 510,
15 1194, 1198 and IWC Wage Orders Nos. 4-2001, section 3 and 5-2001, section 3. Therefore,
16 pursuant to Labor Code sections 200, 203, 226, 558, 1194, 1197.1, and other applicable
17 provisions under the Labor Code and IWC Wage Orders, Plaintiff and Class Members are
18 entitled to recover the unpaid balance of wages owed to them by Defendants, plus
19 interest, penalties, attorneys' fees, expenses, and costs of suit.

20 SECOND CAUSE OF ACTION

21 Failure to Pay Minimum Wages

22 [Labor Code §§ 1194, 1197; IWC Wage Orders Nos. 4-2001, § 4 and 5-2001, § 4]

23 (By Plaintiff and all others similarly situated against all Defendants)

24 19. Plaintiff incorporates herein by specific reference, as though fully set forth,
25 the allegations in the foregoing paragraphs.

26 20. Pursuant to Labor Code sections 1194, 1197, and IWC Wage Order No. 9-
27 2001, section 4, payment to an employee of less than the applicable minimum wage for all
28 hours worked in a payroll period is unlawful.

21. During the Class Period, Defendants failed to pay Plaintiff and Class Members minimum wages for all hours worked by, among other things: requiring, permitting or suffering Plaintiff and Class Members to work off the clock; requiring, permitting or suffering Plaintiff and Class Members to work through meal and rest breaks; illegally and inaccurately recording time in which Plaintiff and Class Members worked; failing to properly maintain Plaintiff's and Class Members' records; failing to provide accurate itemized wage statements to Plaintiff and Class Members for each pay period; and other methods to be discovered.

22. Defendants' conduct described herein violates Labor Code sections 1194, 1197, and IWC Wage Orders Nos. 4-2001, section 4 and 5-2001, section 4. As a proximate result of the aforementioned violations, Plaintiff and Class Members have been damaged in an amount according to proof at trial. Therefore, pursuant to Labor Code sections 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, Plaintiff and Class Members are entitled to recover the unpaid balance of wages owed to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

THIRD CAUSE OF ACTION

Failure to Provide Required Meal Periods

[Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Orders Nos. 4-2001, § 11 and 5-2001, § 11]

(By Plaintiff and all others similarly situated against all Defendants)

23. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

24. During the Class Period, as part of Defendants' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, Defendants required, permitted or otherwise suffered Plaintiff and Class Members to take less than the 30-minute meal period, or to work through them, and have failed to otherwise provide the required meal periods to Plaintiff and Class Members pursuant to Labor Code section

1 226.7, 512 and IWC Orders Nos. 4-2001, section 11 and 5-2001, section 11.

2 25. Defendants further violated Labor Code sections 226.7 and IWC Wage
3 Orders Nos. 4-2001, section 11 and 5-2001, section 11 by failing to compensate Plaintiff and
4 Class Members who were not provided with a meal period, in accordance with the applicable
5 wage order, one additional hour of compensation at each employee's regular rate of pay for
6 each workday that a meal period was not provided.

7 26. Defendants further violated Labor Code sections 226.7, 510, 1194, 1197, and IWC
8 Wage Orders Nos. 4-2001 and 5-2001 by failing to compensate Plaintiff and Class Members
9 for all hours worked during their meal periods.

10 27. As a proximate result of the aforementioned violations, Plaintiff and Class
11 Members have been damaged in an amount according to proof at trial, and seek all wages
12 earned and due, interest, penalties, expenses, and costs of suit.

13 FOURTH CAUSE OF ACTION

14 Failure to Provide Required Rest Periods

15 [Labor Code §§ 226.7, 512; IWC Wage Orders Nos. 4-2001, § 12 and 5-2001, § 12]

16 (By Plaintiff and all others similarly situated against all Defendants)

17 28. Plaintiff incorporates herein by specific reference, as though fully set forth, the
18 allegations in the foregoing paragraphs.

19 29. At all times relevant herein, as part of Defendants' illegal payroll policies and
20 practices to deprive their non-exempt employees all wages earned and due, Defendants failed
21 to provide rest periods to Plaintiff and Class Members as required under Labor Code sections
22 226.7 and 512, and IWC Wage Orders Nos. 4-2001, section 12 and 5-2001, section 12.

23 30. Defendants further violated Labor Code section 226.7 and IWC Wage Orders
24 Nos. 4-2001, section 12 and 5-2001, section 12 by failing to pay Plaintiff and Class Members
25 who were not provided with a rest period, in accordance with the applicable wage order, one
26 additional hour of compensation at each employee's regular rate of pay for each workday that
27 a rest period was not provided.

31. As a proximate result of the aforementioned violations, Plaintiff and Class Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

FIFTH CAUSE OF ACTION

Failure to Pay All Wages Due Upon Termination of Employment

[Labor Code §§ 201, 202, 203]

(By Plaintiff and all others similarly situated against all Defendants)

32. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

33. Pursuant to Labor Code sections 201, 202, and 203, Defendants are required to pay all earned and unpaid wages to an employee who is discharged. Labor Code section 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

34. Furthermore, pursuant to Labor Code section 202, Defendants are required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

35. Labor Code section 203 provides that if an employer willfully fails to pay, in accordance with Labor Code sections 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to 30 workdays.

36. During the Class Period, Defendants have willfully failed to pay accrued wages and other compensation to Class Members in accordance with Labor Code sections 201 and 202.

37. As a result, Class Members are entitled to all available statutory penalties, including the waiting time penalties provided in Labor Code section 203, together with interest thereon, as well as other available remedies.

38. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and Class Members have been deprived of compensation in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to Labor Code sections 1194 and 2699.

SIXTH CAUSE OF ACTION

Failure to Maintain Required Records

Labor Code §§ 226; IWC Wage Orders Nos. 4-2001, § 7 and 5-2001, § 7]

(By Plaintiff and all others similarly situated against all Defendants)

39. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

40. During the Class Period, as part of Defendants' illegal payroll policies and practices to deprive Plaintiff and Class Members of all wages earned and due, Defendants knowingly and intentionally failed to maintain records as required under Labor Code sections 226, 1174, and IWC Wage Orders Nos. 4-2001, section 7 and 5-2001, section 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

41. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and Class Members have been damaged in an amount according to proof at trial, and are entitled to all wages earned and due, plus interest thereon. Additionally, Plaintiff and Class Members are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to Labor Code sections 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in Labor Code section 226(e), as well as other available remedies.

///

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SEVENTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

[Labor Code §§ 226, 1174; IWC Wage Orders Nos. 4-2001, § 7 and 5-2001, § 7]

(By Plaintiff and all others similarly situated against all Defendants)

42. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

43. During the Class Period, Defendants routinely failed to provide Plaintiff and Class Members with timely, accurate, and itemized wage statements in writing showing each employee’s gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing Plaintiff and Class Members, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code section 226 and IWC Wage Orders Nos. 4-2001, section 7 and 5-2001, section 7.

44. During the Class Period, Defendants knowingly and intentionally failed to provide Plaintiff and Class Members with timely, accurate, and itemized wage statements in accordance with Labor Code section 226(a).

45. As a proximate result of Defendants’ unlawful actions and omissions, Plaintiff and Class Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, Plaintiff and Class Members are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to Labor Code sections 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys’ fees, including but not limited to those provided in Labor Code section 226(e), as well as other available remedies.

///
///
///
///
///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EIGHTH CAUSE OF ACTION

Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of
Duties

[Labor Code § 2802]

(By Plaintiff and all others similarly situated against all Defendants)

46. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

47. Labor Code section 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

48. During the Class Period, Defendants knowingly and willfully failed to indemnify Plaintiff and Class Members for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Defendants, including but not limited to expenses for uniforms, cell phone usage, and other employment-related expenses, in violation of Labor Code section 2802.

49. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and Class Members have been damaged in an amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to Labor Code section 2802(b). Additionally, Plaintiff and Class Members are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in Labor Code section 2802(c), as well as other available remedies.

///
///
///
///
///

1 NINTH CAUSE OF ACTION

2 Unfair and Unlawful Business Practices

3 [Bus. & Prof. Code §§ 17200 et. seq.]

4 (By Plaintiff and all others similarly situated against all Defendants)

5 50. Plaintiff incorporates herein by specific reference, as though fully set forth,
6 the allegations in the foregoing paragraphs.

7 51. Each and every one of Defendants' acts and omissions in violation of the
8 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not
9 limited to Defendants' misclassification of employees as exempt and failure to pay
10 overtime and provide compliant meal and rest periods, failure and refusal to provide
11 required meal periods, Defendants' failure and refusal to provide required rest periods,
12 Defendants' failure and refusal to pay overtime compensation, Defendants' failure and
13 refusal to pay minimum wages, Defendants' failure and refusal to pay all wages due to
14 discharged or quitting employees, Defendants' failure and refusal to furnish accurate
15 itemized wage statements; Defendants' failure and refusal to maintain required records,
16 Defendants' failure and refusal to indemnify Plaintiff and Class Members for necessary
17 expenditures and/or losses incurring in discharging their duties, constitutes an unfair,
18 fraudulent and unlawful business act and/or practice under the Unfair Competition Law,
19 Business and Professions Code section 17200 et seq.

20 52. Defendants' violations of California wage and hour laws constitute a
21 business practice because Defendants' aforementioned acts and omissions were done
22 repeatedly over a significant period of time, and in a systematic manner, to the detriment
23 of Plaintiff and Class Members.

24 53. Defendants have avoided payment of wages, overtime wages, meal periods,
25 rest periods, and other benefits as required by the Labor Code, the California Code of
26 Regulations, and the applicable IWC Wage Orders. Further, Defendants have failed to
27 record, report, and pay the correct sums of assessment to the state authorities under the
28 Labor Code and other applicable regulations.

54. As a result of Defendants' unfair and unlawful business practices, Defendants have reaped unfair and illegal profits during the Class Period at the expense of Plaintiff, Class Members, and members of the public. Plaintiff and Class Members suffered injury in fact and lost money and/or property as a result of the unfair competition alleged herein. Defendants should be made to disgorge their ill-gotten gains and to restore them to Plaintiff and Class Members.

55. Defendants' unfair, fraudulent and unlawful business acts and practices entitle Plaintiff and Class Members to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants account for, disgorge, and restore to Plaintiff and Class Members the wages and other compensation unlawfully withheld from them. Plaintiff and Class Members are entitled to restitution of all monies to be disgorged from Defendants in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other persons similarly situated and the alleged classes, respectfully prays for relief against Boost and DOES 1 through 50, inclusive, and each of them, as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies and property due to Plaintiff and Class Members, as well as disgorged profits from Defendants' unfair, fraudulent and unlawful business practices;
3. For meal and rest period compensation pursuant to Labor Code section 226.7 and IWC Wage Orders Nos. 4-2001 and 5-2001;
4. For liquidated damages pursuant to Labor Code sections 1194.2 and 1197.1;
5. For preliminary and permanent injunctive relief enjoining Defendants from violating the relevant provisions of the Labor Code and the IWC Wage Orders, and from engaging in the unlawful business practices complained of herein;
6. For waiting time penalties pursuant to Labor Code section 203;

- 1 7. For statutory and civil penalties according to proof, including but not
2 limited to all penalties authorized by the Labor Code sections 226(e) and sections 2698–
3 2699.5;
- 4 8. For interest on the unpaid wages at 10% per annum pursuant to Labor Code
5 sections 218.6, 1194, 2802, California Civil Code sections 3287, 3288, and/or any other
6 applicable provision providing for pre-judgment interest;
- 7 9. For reasonable attorneys’ fees and costs pursuant to Labor Code sections
8 1194, 2699, 2802, California Civil Code section 1021.5, and any other applicable
9 provisions providing for attorneys’ fees and costs;
- 10 10. For declaratory relief;
- 11 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth,
12 Sixth, Seventh, Eighth, and Ninth Causes of Action for class treatment;
- 13 12. For an order appointing Plaintiff as class representative, and Plaintiff’s
14 counsel as class counsel; and
- 15 13. For such other and further relief as the Court may deem just and proper.

16 DATED: February 12, 2024

HERZOG, YUHAS, FOURNIER & ARDELL,

17
18 By 

19 _____
20 Ian Herzog
21 Scott A. Brooks
22 Attorneys for plaintiff Ayanna Saboor
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: February 12, 2024 HERZOG, YUHAS, FOURNIER & ARDELL,

By: 

Ian Herzog
Scott A. Brooks
Attorneys for plaintiff Ayanna Saboor