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Assigned for All Purposes

Judge William Claster

CX-101

Attorneys for Plaintiff ALI KABIRIAN DEHKORDI,
individually and on behalf of all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

ALI KABIRIAN DEHKORDI, individually and
on behalf of all others similarly situated,

Case No.

30-2025-01473144-CU-OE-CXC

COMPLAINT

Plaintiff(s),

v.

MODERN CREATION INC; and DOES 1
through 100,

Defendant(s).

1. **Failure to Provide Compliant Meal Periods**
2. **Failure to Provide Compliant Rest Periods**
3. **Failure to Pay for All Hours Worked**
4. **Failure to Pay All Overtime Owed**
5. **Failure to Reimburse Work-Related Expenses**
6. **Wage Statement Penalties**
7. **Waiting Time Penalties**
8. **Violation of Unfair Competition Law**
9. **Private Attorneys General Act**
10. **Violation of California Government Code § 12940 (h) – Retaliation**
11. **Wrongful Termination in Violation of Public**

RELEVANT PARTIES

1. Plaintiff ALI KABIRIAN DEHKORDI (“Plaintiff”) is an adult resident of Orange County,
State of California, and was at all times relevant residing therein.

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1 2. Defendant MODERN CREATION INC (“Defendant”) is a California corporation with its
2 principal place of business located in Orange County, California. Defendant is registered to and
3 does conduct business in the State of California and is subject to the laws of the State of California.
4 All acts and omissions of Defendant employees as alleged herein occurred while they were acting
5 within the course and scope of their employment.

6 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
7 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
8 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
9 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
10 informed and believes, and based on such information and belief alleges, that each of the fictitiously
11 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
12 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
13 and Doe Defendants are collectively referred to as “Defendants”.

14 **JURISDICTION AND VENUE**

15 4. This action is properly filed in Orange County, California because the acts and omissions
16 that give rise to Plaintiff’s claims took place in this, and Defendants transact substantial business in
17 this County.

18 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
19 alleged herein occurred in Orange County, California and Plaintiff suffered damages from such
20 conduct within this County.

21 **FACTUAL ALLEGATIONS**

22 6. At all times relevant, Plaintiff was Defendants’ employee.

23 7. Plaintiff began his tenure with Defendant in or around June 2024.

24 8. Though ostensibly hired to serve as a driver, Plaintiff quickly found himself conscripted into
25 a litany of additional grueling tasks—ranging from heavy construction and demolition labor to
26 hauling materials long distances. In short, Plaintiff wore every hat his supervisors saw fit to throw at
27 him.

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1 9. The operation of Defendant was controlled and directed primarily by its owner, Amir
2 Dehfuzur (“Amir”), and a foreman named “Farshid”. Their managerial authority extended to daily
3 work assignments, pay determinations, and critical personnel decisions. Plaintiff was also
4 dispatched to serve a second affiliated business entity, known as Stone Creation, thereby expanding
5 the scope of his toil without additional formality or direct compensation adjustments.

6 10. Ali faithfully reported to work on August 5, 6, and 7, 2024, only to discover later that his
7 wages for these three days had been brazenly withheld. Repeated entreaties to Defendant’s
8 accountant—identified only as “Ab”—were met with silence or dismissive assurances that payment
9 would soon be forthcoming. Such promises never materialized.

10 11. Timekeeping records confirm Ali’s presence and labor during this period. Yet those same
11 records conspicuously lack any entry or off-cycle payroll notation reflecting Ali’s final
12 compensation for the aforesaid dates. This glaring omission is not merely an oversight; rather, it
13 bespeaks a willful refusal to abide by California law mandating timely payment of final wages.

14 12. When Plaintiff queried Defendants via Slack messages, text messages, and verbal
15 conversations, he received shifting explanations and indeterminate timelines. Ultimately,
16 Defendants’ steadfast refusal to remit these final wages crystallized into a clear violation of
17 statutory commands—an affront to the fundamental protections the California Labor Code provides
18 employees.

19 13. From the commencement of his employment, Plaintiff was subjected to work schedules that
20 routinely surpassed eight hours a day and frequently exceeded ten hours a day. Despite the patently
21 lengthy hours, Defendants systematically failed to grant the requisite meal periods and rest breaks
22 mandated by California law.

23 14. For example, on June 20, 2024, Plaintiff clocked in at 7:20 AM and concluded work at 6:53
24 PM, with a solitary 30-minute lunch. This resulted in a shift exceeding ten hours, yet no second
25 meal period was provided—an unambiguous contravention of labor regulations. Plaintiff endured
26 these extended shifts numerous times each week, thereby stacking one violation upon another with
27 mechanical regularity.

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1 15. Despite laboring for as many as twelve hours in a single day, Plaintiff never received
2 consistent, lawful ten-minute rest periods. Nor did Defendants compensate him with the prescribed
3 premium pay when those breaks were denied.

4 16. Ali estimates that over the course of just two months, he was improperly denied at least ten
5 (10) meal periods and an even greater number of rest breaks. Payroll summaries from June and July
6 2024 confirm multiple days with single recorded breaks despite the repeated crossing of ten-hour
7 thresholds—underscoring the chronic nature of these violations.

8 17. Beyond the break violations, Plaintiff also questions whether his pay statements correctly
9 accounted for overtime premiums. Indeed, on days he logged upwards of ten or twelve hours, the
10 evidence suggests a persistent failure to compensate at the higher statutory overtime rates.

11 18. On or about August 7, 2024, while performing the physically demanding tasks assigned to
12 him, Plaintiff injured his back—re-aggravating a previously resolved condition about which he had
13 explicitly warned Defendants. Notwithstanding his admonitions, Plaintiff was directed to undertake
14 continuous heavy labor, culminating in this injury.

15 19. Rather than fulfilling their responsibility to provide a safe workplace and facilitate a
16 workers' compensation claim, Defendants, through Amir, aggressively discouraged Plaintiff from
17 reporting the injury. Amir went so far as to suggest seeking treatment “off the record” from a doctor
18 friend, thus circumventing the lawful reporting obligations. Such conduct evinces not mere
19 negligence but an intentional scheme to suppress or interfere with workers' compensation rights
20 enshrined by California law.

21 20. Text messages in Plaintiff's possession vividly document Defendants' pressure campaign to
22 keep the injury hidden from official channels. This unscrupulous tactic—where an employer
23 attempts to dodge its statutory obligations at the expense of an injured worker—stands as a direct
24 affront to the bedrock principles of California's worker-protection regime.

25 21. In addition to the wage and hour abuses, Plaintiff was compelled to shoulder the cost of
26 essential work equipment—gloves, knee pads, and other safety-related items—totaling roughly
27 \$200.00. Despite repeated requests, Defendants refused to reimburse these out-of-pocket expenses.

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22. California law unequivocally requires employers to indemnify employees for such necessary expenditures. By forcing Plaintiff to absorb these costs, Defendants further exemplified their scofflaw approach to labor compliance and their unconscionable disinterest in the well-being of their workforce.

23. Ali has produced Slack communications, text messages, call recordings, and payroll statements corroborating the scope of these violations. Notwithstanding this array of proof, Defendants continue to deny wrongdoing, thereby heightening the necessity of redress through this legal action.

24. As a direct consequence of Defendants' conduct, Plaintiff has suffered substantial monetary and non-monetary harm. The withholding of final wages inflicted immediate financial strain, while the consistent refusal to pay lawful overtime diminished the just compensation to which he was entitled. Furthermore, the denial of meal and rest breaks compromised Ali's health and wellbeing—a matter aggravated by Defendants' insistence on onerous labor in disregard of his previously disclosed back condition.

25. By discouraging Ali's workers' compensation claim, Defendants not only violated fundamental public policy but also imperiled Ali's right to medical care and protections in the wake of a workplace injury. These troubling tactics, along with the forced assumption of necessary business expenses, underscore Defendants' habitual flouting of statutory duties, to the clear detriment of Ali.

PAGA ALLEGATIONS

26. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

27. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

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1 28. The aggrieved employee has provided written notice by online filing to the LWDA and by
2 certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the
3 Labor Code alleged to have been violated, including the facts and theories to support the alleged
4 violations.

5 29. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the
6 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's
7 claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within
8 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may
9 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
10 to any other penalties to which the employee may be entitled.

11 30. On December 18, 2024, Plaintiff provided written notice by online filing to the LWDA and
12 by certified mail to Defendants of specific provisions of the Labor Code alleged to have been
13 violated by Defendants, including the facts and theories to support the alleged violations.

14 31. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
15 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
16 PAGA Penalties on behalf of all Aggrieved Employees.

17 32. The Aggrieved Employees are defined as "All other nonexempt, hourly employees, current
18 and former, who were employed by Defendants within one year prior to December 18, 2024,
19 through final disposition of this action."

20 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

21 33. On April 3, 2025, prior to initiating this complaint, Plaintiff filed with the California Civil
22 Rights Department (hereinafter "CCRD"), a Complaint of Discrimination, Harassment, and
23 Retaliation against Defendant. On April 3, 2025, the CCRD issued a Notice of Case Closure and
24 Right-to-Sue letter to Plaintiff, authorizing Plaintiff to file a private lawsuit against Defendant in
25 order to enforce their rights under FEHA.

26 34. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a
27 prerequisite to filing this action.

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1 **FIRST CAUSE OF ACTION**

2 **Failure to Provide Compliant Meal Periods**

3 **By Plaintiff Against All Defendants**

4 35. Plaintiff incorporates by reference the paragraphs above.

5 36. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
6 employee for a work period of more than five hours per day without providing the employee with a
7 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
8 without providing the employee with a second meal period of not less than 30 minutes”.

9 37. An employer provides compliant meal breaks to its employees “if it relieves its employees
10 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
11 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
12 1004, 1040 (2012)).

13 38. Not only must an employer affirmatively relieve its employees of all duty during their meal
14 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
15 (*Brinker*, supra).

16 39. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

17 40. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
18 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
19 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
20 11 Cal. 5th 858 (2021)).

21 41. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
22 break was missed.

23 42. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
24 penalties, attorney fees, and costs.

25 **SECOND CAUSE OF ACTION**

26 **Failure to Provide Compliant Rest Periods**

27 **By Plaintiff Against All Defendants**

28 43. Plaintiff incorporates by reference the paragraphs above.

1 44. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
2 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
3 per four hours or major fraction thereof.

4 45. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
5 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
6 5th 257, 269 (2016)).

7 46. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

8 47. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
9 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
10 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
11 11 Cal. 5th 858 (2021)).

12 48. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
13 break was missed.

14 49. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
15 penalties, attorney fees, and costs.

16 **THIRD CAUSE OF ACTION**

17 **Failure to Pay for All Hours Worked**

18 **By Plaintiff Against All Defendants**

19 50. Plaintiff incorporates by reference the paragraphs above.

20 51. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
21 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
22 40 hours in a workweek.

23 52. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

24 53. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
25 penalties, attorney fees, and costs.

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1 **FOURTH CAUSE OF ACTION**

2 **Failure to Pay All Overtime Owed**

3 **By Plaintiff Against All Defendants**

4 54. Plaintiff incorporates by reference the paragraphs above.

5 55. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
6 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
7 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
8 one-half times the regular rate of pay for an employee.”

9 56. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

10 57. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
11 interest, penalties, attorney fees, and costs.

12 **FIFTH CAUSE OF ACTION**

13 **Failure To Reimburse Work-Related Expenses**

14 **By Plaintiff Against All Defendants**

15 58. Plaintiff incorporates by reference the paragraphs above.

16 59. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for
17 all necessary expenditures or losses incurred by the employee in direct consequence of the
18 employee's discharge of his or her duties.

19 60. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

20 61. Plaintiff is therefore entitled to reimbursement for all work-related expenses, penalties,
21 attorney fees, and costs.

22 **SIXTH CAUSE OF ACTION**

23 **Wage Statement Penalties**

24 **By Plaintiff Against All Defendants**

25 62. Plaintiff incorporates by reference the paragraphs above.

26 63. Labor Code section 226(a) requires employers to provide itemized wage statements to its
27 employees that identify accurate information regarding their compensation. Defendants, as a matter
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1 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
2 statements to Plaintiff in violation of Labor Code section 226(a).

3 64. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
4 and incomplete.

5 65. Defendants knowingly and intentionally issued wage statements that were inaccurate and
6 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
7 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

8 66. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
9 costs.

10 **SEVENTH CAUSE OF ACTION**

11 **Waiting Time Penalties**

12 **By Plaintiff Against All Defendants**

13 67. Plaintiff incorporates by reference the paragraphs above.

14 68. Labor Code sections 201 and 202 require that an employer provide an employee with all
15 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
16 employee's resignation.

17 69. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
18 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
19 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
20 thirty days.

21 70. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
22 conclusion of employment.

23 71. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
24 and costs.

25 **EIGHTH CAUSE OF ACTION**

26 **Violation of Unfair Competition Law**

27 **By Plaintiff Against All Defendants**

28 72. Plaintiff incorporates by reference the paragraphs above.

73. Defendants' conduct described herein constitutes unfair competition.

74. Specifically, Defendants have gained an unfair advantage over other similarly situated businesses by unlawfully reducing their overhead costs by not paying their employees what they are owed.

75. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all wrongfully withheld wages.

76. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

NINTH CAUSE OF ACTION

Private Attorneys General Act

By Plaintiff and the Aggrieved Employees Against All Defendants

77. Plaintiff incorporates by reference the paragraphs above.

78. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the violation(s) of the Labor Code.

79. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

80. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

81. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof, the penalties in Labor Code section 2699 apply.

82. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code sections 1197.1 and 2699 apply.

83. With respect to violations of Labor Code section 510 for Defendants' failure to compensate Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code sections 558, 1197.1, and 2699 apply.

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1 84. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
2 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
3 and 2699 apply.

4 85. With respect to violations of Labor Code section 203 for failure to pay all wages due to
5 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
6 Labor Code section 2699 apply.

7 86. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
8 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
9 apply.

10 87. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
11 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
12 the manner alleged herein.

13 88. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
14 to Labor Code section 2699(g).

15 **TENTH CAUSE OF ACTION**

16 **Violation of California Government Code § 12940 (h) - Retaliation**

17 **By Plaintiff Against All Defendants**

18 89. Plaintiff incorporates by reference the paragraphs above.

19 90. Government Code § 12940(h) makes it unlawful for an employer to discriminate against any
20 employee who opposes or makes a complaint for practices forbidden by FEHA.

21 91. Plaintiff engaged in protected activity under § 12940(h) as set forth herein.

22 92. Defendants retaliated against Plaintiff in violation of California Government Code §
23 12940(h).

24 93. The actions of Defendants against Plaintiff constitute unlawful retaliation, in violation of
25 FEHA. Such violations were a proximate cause in Plaintiff's damage as stated below.

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1 **ELEVENTH CAUSE OF ACTION**

2 **Wrongful Termination in Violation of Public Policy**

3 **By Plaintiff Against All Defendants**

4 94. Plaintiff incorporates by reference the paragraphs above.

5 95. At all times mentioned in this complaint, it was a fundamental policy of the State of
6 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of
7 race, national origin, ancestry, physical disability, mental disability, medical condition, sex, and/or
8 engagement in protected activity.

9 96. Based on the actions described above, Defendants constructively discharged/terminated
10 Plaintiff for engaging in protected activity.

11 97. Defendants actions were in violation of California Public Policy.

12 98. As a proximate result of the acts of Defendants, and each of them, Plaintiff has suffered and
13 will continues to suffer damages, as stated below.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

16 **First Cause of Action**

- 17 1. Damages and/or penalties pursuant to Labor Code section 226.7
18 2. Interest
19 3. Attorneys' fees
20 4. Costs
21 5. Other relief the court deems proper

22 **Second Cause of Action**

- 23 1. Damages and/or penalties pursuant to Labor Code section 226.7
24 2. Interest
25 3. Attorneys' fees
26 4. Costs
27 5. Other relief the court deems proper

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1 Third Cause of Action

- 2 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
3 2. Liquidated damages
4 3. Interest
5 4. Attorneys' fees
6 5. Costs
7 6. Other relief the court deems proper

8 Fourth Cause of Action

- 9 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
10 2. Interest
11 3. Attorneys' fees
12 4. Costs
13 5. Other relief the court deems proper

14 Fifth Cause of Action

- 15 1. Reimbursement of all work-related expenses
16 2. Attorneys' fees
17 3. Costs
18 4. Other relief the court deems proper

19 Sixth Cause of Action

- 20 1. Penalties pursuant to Labor Code section 226
21 2. Attorneys' fees
22 3. Costs
23 4. Other relief the court deems proper

24 Seventh Cause of Action

- 25 1. Penalties pursuant to Labor Code section 203
26 2. Attorneys' fees
27 3. Costs
28 4. Other relief the court deems proper

1 Eighth Cause of Action

- 2 1. Restitution of all wrongfully withheld wages
3 2. Attorneys' fees
4 3. Costs
5 4. Other relief the court deems proper

6 Ninth Cause of Action

- 7 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
8 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
9 violate the California Labor Code in the manner alleged herein
10 3. Attorneys' fees
11 4. Costs
12 5. Other relief the court deems proper

13 Tenth Cause of Action

- 14 1. Compensatory damages
15 2. Punitive damages
16 3. Attorneys' fees
17 4. Costs
18 5. Other relief the court deems proper

19 Eleventh Cause of Action

- 20 1. Back pay and front pay
21 2. Interest on the above amounts
22 3. Compensatory damages
23 4. Punitive damages
24 5. Attorneys' fees
25 6. Costs
26 7. Other relief the court deems proper

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DATED: April 3, 2025

FRONTIER LAW CENTER

/s/ Manny Starr

MANNY STARR

Attorney for Plaintiff
ALI KABIRIAN DEHKORDI,
individually and on behalf of all others
similarly situated