

1 **SHAKOURI LAW FIRM**

2 Ashkan Shakouri, Esq. [SBN 242072]
3 11601 Wilshire Blvd., Fifth Floor
4 Los Angeles, California 90025
5 Telephone: (310) 575-1827
6 Fax: (310) 575-1872
7 ash@shakourilawfirm.com

8 **KOUL LAW FIRM**

9 Nazo Koulloukian, Esq. [SBN 263809]
10 3435 Wilshire Boulevard, Suite 1710
11 Los Angeles, California 90010
12 Telephone: (213) 761-5484
13 Fax: (818) 561-3938
14 nazo@koullaw.com
15 *Attorneys for Plaintiff*

16 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **SUPERIOR COURT OF SAN MATEO**

18 SARA WOEHRLE, on behalf of herself and
19 others similarly situated,

20 Plaintiff,

21 v.

22 FLEXCARE LLC, a California Limited
23 Liability Company; and DOES 1-20, inclusive,

24 Defendants.

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 9/9/2020
By /s/ Wai Shan Lee
Deputy Clerk

Case No: 20-CIV-03863

CLASS ACTION COMPLAINT FOR:

- 1. FAILURE TO PROVIDE REPORTING TIME PAY
- 2. FAILURE TO PAY FOR ALL HOURS WORKED
- 3. FAILURE TO PAY MINIMUM WAGE
- 4. FAILURE TO PAY OVERTIME
- 5. FAILURE TO AUTHORIZE AND/OR PERMIT MEAL BREAKS
- 6. FAILURE TO AUTHORIZE AND/OR PERMIT REST BREAKS
- 7. WAITING TIME PENALTIES
- 8. UNFAIR BUSINESS PRACTICES

[AMOUNT DEMANDED EXCEEDS \$25,000.00]

1 Plaintiff Sara Woehrle (“Plaintiff”), an individual, on behalf of herself and all others
2 similarly situated, as defined below, hereby alleges the following facts and claims against
3 FlexCare LLC (also doing business as FlexCare Medical Staffing) (“FlexCare”), and
4 respectfully requests a trial by jury of all issues and causes of action so triable.

5 **INTRODUCTION**

6 1. This class action complaint challenges FlexCare’s past and ongoing unlawful
7 employment practices and policies on behalf of Plaintiff and other similarly situated former and
8 current employees of FlexCare, whose rights FlexCare violated and continues to violate under
9 California law.

10 2. Specifically, as to Plaintiff and others similarly situated, FlexCare has:

- 11 a. Failed and continues to fail to provide reporting time pay pursuant to Industrial
12 Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4
13 and 5 (“Applicable Wage Orders”);
- 14 b. Failed and continues to fail to pay overtime for all overtime hours worked in
15 violation of Labor Code §§ 510 and 1194 and the Applicable Wage Orders;
- 16 c. Whether FlexCare failed and continues to fail to authorize or permit all meal
17 periods in violation of Labor Code §§ 226.7 and 512 and the Applicable Wage
18 Orders;
- 19 d. Failed and continues to fail to authorize or permit all rest breaks in violation of
20 Labor Code § 226.7 and Whether FlexCare failed and continues to fail to comply
21 with the reporting time pay under the Applicable Wage Orders;
- 22 e. Failed to pay, without abatement or reduction, all final wages owed in accordance
23 with Labor Code §§ 201 and 202 and in violation of Labor Code § 203; and
- 24 f. Committed and continues to commit unfair business practices in violation of
25 California Business & Professions Code §17200, et seq.
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1 officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in
2 interest and predecessor in interest of some or all of the other Defendants, and was engaged with
3 some or all of the other Defendants in a joint enterprise for profit, and bore such other
4 relationships to some or all of the other Defendants so as to be liable for the conduct of each of
5 them.

6 10. Plaintiff is further informed and believes, and based thereon alleges, that each
7 Defendant acted pursuant to and within the scope of the relationships alleged above, that each
8 Defendant knew or should have known about, authorized, ratified, adopted, approved, controlled,
9 aided and abetted the conduct of all other Defendants; and that each Defendant acted pursuant to
10 a conspiracy and agreement to do the things alleged herein.

11 GENERAL ALLEGATIONS

12 11. FlexCare hired, paid and assigned Plaintiff to work as a non-exempt, hourly-paid
13 nurse at the Kaiser Permanente Redwood City Medical Center, located in Redwood City,
14 California, for a 13-week travel assignment starting on December 12, 2017 and ending on March
15 10, 2018. Plaintiff was typically assigned to work 12-hour shifts. Plaintiff was terminated in or
16 about January 2018.

17 **I. Failure to Pay Reporting Time Pay**

18 12. Pursuant to the Applicable Wage Orders, an employee is entitled to reporting time
19 pay if that employee is required to report to work and does report but is not put to work or is
20 furnished less than half of said employee's usual or schedule workday. (See e.g. Wage Orders 4
21 & 5 §§ 5(A)). The amount of reporting time that must be paid "is half the usual or scheduled
22 day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the
23 employee's regular rate of pay..." Id.

24 13. During the applicable recovery period, FlexCare has had a pattern and practice of
25 not providing its employees, including Plaintiff, with reporting time pay when those employees
26 are called off work by their assigned facilities shortly prior to the start of their scheduled shifts
27 due to, among other reasons, "low census" at those facilities caused by fluctuations in patient
28 volumes. This is so despite the fact FlexCare, under the threat of discipline up to and including

1 termination, requires its employees assigned to be at work at the start of their usual or scheduled
2 workday if they are not otherwise called off work.

3 14. FlexCare requires its non-employees to make themselves available prior to the
4 start of their scheduled shifts so that they can monitor their phones and/or emails in order to check
5 for notifications from their assigned facilities about being potentially called off work.

6 15. The consequences of these call-off/stop work policies, include at a bare minimum:
7 (1) inhibiting an employee's ability to look for or obtain other employment; (2) requiring
8 employees who are parents to arrange child care for their children even though they might
9 ultimately not have to work or only work part of the workday; and (3) inhibiting an employee's
10 ability to plan activities on days they are not working or only partially working, such as
11 committing to socials plans with family or friends. Moreover, by requiring its employees to be
12 available so that their assigned facilities can contact them shortly prior to the start of their
13 scheduled shifts, FlexCare necessarily prevent these employees from engaging in activities
14 during that time that are incompatible with taking a phone call and/or receiving and email,
15 including, sleeping, showering, watching a movie, taking a class, working another job, or being
16 in an area without cell phone service.

17 16. The reporting time provision of the Applicable Wage Orders were meant to
18 safeguard against unpredictable work schedules that understandably take a toll on affected
19 workers. Without the security of definite work schedules, workers are forced to make childcare
20 arrangements, elder-care arrangements, encounter obstacles in pursuing their education,
21 experience adverse financial effects, and deal with the stress and strain on their family life. The
22 call-off practice also interferes with the workers' ability to obtain other employment in order to
23 ensure financial security for their families.

24 **II. Failure to Pay for All Hours Worked**

25 17. As alleged above, during the applicable recovery period, FlexCare has had a
26 pattern and practice of requiring its non-exempt employees, including Plaintiff, to make
27 themselves available prior to the start of their scheduled shifts so that they can monitor their
28 phones and/or emails in order to check for notifications from their assigned facilities about being

1 potentially called off work. During the applicable recovery period, FlexCare also has a pattern
2 and practice of not compensating its non-exempt employees, including Plaintiff, for such pre-
3 shift work.

4 **III. Failure to Pay Overtime**

5 18. During the applicable recovery period, FlexCare has had a policy and/or practice
6 of not pay its employees, including Plaintiff, overtime pay, when they work more than 8 hours a
7 day, or double time pay when they work more than 12 hours a day, as required under California
8 overtime laws.

9 **IV. Failure to Authorize and/or Permit Lawful Meal or Rest Breaks and Failure**
10 **to Pay Required Premiums for Non-Complaint Breaks**

11 19. During the applicable recovery period, FlexCare, from time to time, did not
12 authorize or permit its non-exempt employees, including Plaintiff, to take lawful meal or rest
13 breaks and further failed to pay them the required premiums owed to them under California law.
14 Moreover, upon information and belief, FlexCare did not take adequate measures to ensure that
15 that the facilities it assigned its non-employees to work for actually authorized and/or permitted
16 those employees to take proper meal or rest breaks.

17 **CLASS ACTION ALLEGATIONS**

18 20. This action is brought and may properly be maintained as a class action pursuant
19 to the provisions of Code of Civil Procedure § 382.

20 21. Plaintiffs reserve the right under California Rules of Court, Rule 1855 (b) to
21 amend or modify the class description with greater specificity or further division into subclasses
22 or limitation to certain issues.

23 22. Pursuant to Code of Civil Procedure § 382, this action qualifies as a class action
24 because there is a well-defined community of interest in the litigation and the proposed Class is
25 easily ascertainable.

26 23. For the purposes of this Complaint, “Class Period” means any time from four
27 years prior to the filing of this Complaint until date of certification.
28

1 24. The putative class Plaintiff will seek to certify is currently composed of and
2 defined as follows:

3 All of FlexCare’s non-exempt employees who have worked inside
4 California during the Class Period (the “Class”).

5 25. **Numerosity of the Class:** Pursuant to Code of Civil Procedure § 382, the
6 members of the Class are so numerous that their individual joinder is impracticable. The precise
7 number of class members and their addresses will be known to Plaintiff through discovery. Class
8 members may be notified of the pendency of this action by mail, electronic mail, the internet, or
9 published notice.

10 26. **Common Questions Predominate:** Common questions of law and fact exist as
11 to all members of the Class and predominate over any questions that affect only individual
12 members of those Class. The predominant common questions of law and fact include:

- 13 a. Whether FlexCare failed and continues to fail to provide reporting time pay under
14 the Applicable Wage Orders;
- 15 b. Whether FlexCare failed and continues to fail to pay overtime for all overtime
16 hours worked in violation of Labor Code §§ 510 and 1194 and the Applicable
17 Wage Orders;
- 18 c. Whether FlexCare failed and continues to fail to authorize or permit all meal
19 periods in violation of Labor Code §§ 226.7 and 512 and the Applicable Wage
20 Orders;
- 21 d. Whether FlexCare failed and continues to fail to authorize or permit all rest breaks
22 in violation of Labor Code § 226.7 and Whether FlexCare failed and continues to
23 fail to comply with the reporting time pay under the Applicable Wage Orders;
- 24 e. Whether FlexCare willfully failed to pay, without abatement or reduction, all final
25 wages owed in accordance with Labor Code §§ 201 and 202 and in violation of
26 Labor Code § 203; and
- 27 f. Whether FlexCare committed and continues to commit unfair business practices
28 in violation of California Business & Professions Code §17200, et seq.

1 scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at
2 the employee's regular rate of pay, which shall not be less than the minimum wage."

3 32. At all times relevant hereto, FlexCare required Plaintiff and the Class to report to
4 work a short period of time prior to the start of their scheduled shifts by making themselves
5 available so that their assigned facilities could establish contact with them and notify them about
6 getting called off work. When Plaintiff and the Class were called off worked because, among
7 other reasons, their assigned facilities had a "low census" during their regular shifts, then
8 FlexCare did not provide the reporting time pay to them.

9 33. As a direct and proximate result of FlexCare's unlawful actions as set forth herein,
10 Plaintiff and the Class have been damaged in that they have not been paid the reporting time pay
11 required under the Applicable Wage Orders.

12 **SECOND CAUSE OF ACTION**

13 **[FAILURE TO PAY FOR ALL HOURS WORKED]**

14 **(Plaintiff and the Class Against FlexCare and Does 1-20)**

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

17 35. At all times relevant hereto, FlexCare was required to compensate its non-exempt
18 employees for all hours worked pursuant to the Applicable Wage Orders and Labor Code §§ 200,
19 223, 500, 510, 1197 and 1198. Pursuant to the Applicable Wage Orders "hours worked" include
20 "the time during which an employee is subject to the control of an employer, and includes all the
21 time the employee is suffered or permitted to work, whether or not required to do so."

22 36. During the applicable recovery period, FlexCare failed to compensate Plaintiff
23 and the Class for all hours worked by not compensating them for the time they were required to
24 make themselves available prior to the start of their scheduled shifts in order to receive
25 notifications from their assigned facilities about being potentially called off work.

26 37. In violation of California law, FlexCare has knowingly and willfully refused to
27 perform its obligations to compensate Plaintiff and the Class for all wages earned and all hours
28 worked. As a direct result, they have suffered, and continue to suffer, substantial losses related

1 to the use and enjoyment of such wages, lost interest on such unpaid wages, incurred expenses
2 and attorneys' fees in seeking to compel FlexCare to fully perform its obligations under California
3 law, all to their respective damage in amounts according to proof at time of trial, but in amounts
4 in excess of the jurisdiction of this Court.

5 38. FlexCare's conduct alleged herein violates Labor Code § 200, 223, 500, 1197 and
6 1198, and the Applicable Wage Orders. Therefore, pursuant to Labor Code §§ 203, 218.5, 558,
7 1194 and 1194.2, Plaintiff and the Class are entitled to recover damages for the nonpayment of
8 wages of all hours worked in addition to penalties, reasonable attorneys' fees, expenses, and costs
9 of suit.

10 **THIRD CAUSE OF ACTION**

11 **[FAILURE TO PAY MINIMUM WAGE]**

12 **(Plaintiff and the Class Against FlexCare and Does 1-20)**

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

15 40. Pursuant to Labor Code §§ 1194, 1194.2, and 1197, it is unlawful for an employer
16 to suffer or permit a California employee to work without paying wages at the proper minimum
17 wage for all time worked as required by the Applicable Wage Orders.

18 41. During the applicable recovery period, FlexCare failed to compensate Plaintiff
19 and the Class for all hours worked by not paying them the applicable minimum wage for the time
20 they were required to make themselves available prior to the start of their scheduled shifts in
21 order to receive notifications from their assigned facilities about being potentially called off work.

22 42. As a direct and proximate result of FlexCare failure to pay Plaintiff and the Class,
23 they have been damaged in the amount of the owed minimum wages.

24 43. The aforementioned acts by FlexCare were undertaken with the intention of
25 depriving Plaintiff and the Class of their property and/or legal rights and causing injury to them.
26 Pursuant to Labor Code §§ 1194 and 1194.2, Plaintiff and the Class are entitled to recover the
27 full amount of unpaid minimum wages, liquidated damages in an equal amount, interest and
28 attorney's fees, all in a total amount subject to proof at time of trial.

FOURTH CAUSE OF ACTION
[FAILURE TO PAY OVERTIME]
(Against FlexCare and Does 1-20)

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

45. Pursuant to Labor Code §§ 200, 500, 510 and 1198 and the Applicable Wage Orders at all times relevant hereto, FlexCare was required to compensate Plaintiff and the Class for all worked overtime hours, which is calculated at one and one-half times the regular rate of pay for all hours worked in excess of 8 hours per day and/or 40 hours per week. FlexCare was also required to compensate Plaintiff and the Class for all hours worked in excess of 12 hours in any workday at double their regular rate of pay.

46. Plaintiff and the Class are non-exempt employees entitled to the protections of the Applicable Wage Orders, and Labor Code §§ 200, 500, 510, and 1198.

47. During the applicable recovery period, Plaintiff and the Class worked in excess of 8 hours in a workday, 12 hours in a workday, and/or 40 hours in a workweek. However, FlexCare failed to properly compensate them for all their overtime and/or double-time hours worked as required under the aforementioned laws.

48. As a direct result of aforementioned violations, Plaintiff and the Class have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorney's fees in seeking to compel FlexCare to fully perform their obligations under state law, all to these employees' respective damage in amounts according to proof at time of trial, but in amounts in excess of the jurisdiction of this Court.

49. Pursuant to Labor Code §§ 200, 500, 510 and 1198 and the Applicable Wage Orders at all times relevant hereto, Plaintiff and the Class are entitled to recover owed overtime and double-time compensation from FlexCare, as well as penalties, interest, attorney's fees, and costs.

1 **FIFTH CAUSE OF ACTION**

2 **[FAILURE TO AUTHORIZE AND/OR PERMIT MEAL BREAKS]**

3 **(Plaintiff and the Class Against FlexCare and Does 1-20)**

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

6 51. Labor Code § 226.7(a) provides, "No employer shall require any employee to
7 work during any meal or rest period mandated by an applicable order of the Industrial Welfare
8 Commission."

9 52. Labor Code § 512(a) provides, in relevant part, that: "An employer may not
10 employ an employee for a work period of more than five hours per day without providing the
11 employee with a meal period of not less than 30 minutes, except that if the total work period per
12 day of the employee is no more than six hours, the meal period may be waived by mutual consent
13 of both the employer and employee. An employer may not employ an employee for a work period
14 of more than 10 hours per day without providing the employee with a second meal period of not
15 less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second
16 meal period may be waived by mutual consent of the employer and the employee only if the first
17 meal period was not waived."

18 53. During the applicable recovery period, Plaintiff and the Class periodically worked
19 in excess of 5-hour work periods without being authorize and/or permitted to take a lawful meal
20 break, as required by Labor Code §§ 226.7, 512, and the Applicable Wage Orders.

21 54. During the applicable recovery period, FlexCare has failed to pay Plaintiff and the
22 Class premium wages mandated by Labor Code § 226.7(b) for these unlawful meal breaks. As a
23 result of violations of Labor Code §§ 226.7, 512, and the Applicable Wage Orders, FlexCare is
24 liable for civil penalties pursuant to Labor Code §§ 558 and 2698 et seq.

25 55. Plaintiff and the Class are entitled to recover one additional hour of pay at their
26 regular rate of compensation for each workday that a meal period was not authorized and/or
27 permitted. Plaintiff and the Class are also entitled to their costs and reasonable attorneys' fees,
28 according to proof and to interest on all due and unpaid wages at the legal rate of interest.

1 **SIXTH CAUSE OF ACTION**

2 **[FAILURE TO AUTHORIZE AND/OR PERMIT REST BREAKS]**

3 **(Plaintiff and the Class Against FlexCare and Does 1-20)**

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

6 57. California Labor Code § 226.7(a) provides, "No employer shall require any
7 employee to work during any meal or rest period mandated by an applicable order of the
8 Industrial Welfare Commission."

9 58. The Applicable Wage Orders require that employers authorize and/or permit non-
10 exempt employees to take a rest break that must, insofar as practicable, be taken in the middle of
11 each work period. The rest break is based on the total hours worked daily and must be at the
12 minimum rate of a net ten consecutive minutes for each four-hour work period, or major fraction
13 thereof.

14 59. Pursuant to Labor Code § 226.7, if an employer fails to authorize and/or permit
15 an employee a rest break in accordance with the Applicable Wage Orders, the employer shall pay
16 the employee one additional hour of pay at the employee's regular rate of pay for each workday
17 that the rest break is not provided. The provisions of the Applicable Wage Orders state that the
18 rest break is defined as a "net" ten minutes, which means that the rest break begins when the
19 employee reaches an area away from the work area that is appropriate for rest.

20 60. During the applicable recovery period, FlexCare, from time to time, did not
21 authorize and/or permit pay Plaintiff and the Class to take lawful rest breaks and failed to pay
22 premium wages mandated by Labor Code § 226.7(b) to this group of employees. As a result of
23 violations of Labor Code §§ 226.7 and the Applicable Wage Orders, FlexCare is liable for civil
24 penalties pursuant to Labor Code §§ 558 and 2698 et seq.

25 61. Plaintiff and the Class are entitled to recover one additional hour of pay at their
26 regular rate of compensation with FlexCare for each workday that a rest break was not authorized
27 and/or permitted. Plaintiff and the Class are also entitled to their costs and reasonable attorneys'
28 fees, according to proof and to interest on all due and unpaid wages at the legal rate of interest.

1 **SEVENTH CAUSE OF ACTION**

2 **[WAITING TIME PENALTIES]**

3 **(Plaintiff and the Class Against FlexCare and Does 1-20)**

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

6 63. Labor Code §§ 201 and 202 require that an employer pay all wages due to an
7 employee after said employee is discharged or quits.

8 64. Labor Code § 203 provides a penalty for the willful failure to pay all wages due
9 to an employee who is discharged or quits. This penalty consists of an amount equal to the sum
10 of the employee's wages at the employee's prior rate of pay, until the unpaid wages are paid, in
11 an amount not to exceed the equivalent of 30 days' pay.

12 65. During the applicable recovery period, Plaintiff and other members of the Class
13 have separated from FlexCare as a result of being discharged or having voluntarily resigned their
14 employment.

15 66. While employed by FlexCare, these employees were entitled to compensation for
16 the violations set forth in this Complaint. FlexCare failed to pay all wages due to the Plaintiff
17 and other members of the Class who separated from FlexCare, by failing to pay for, among other
18 things, all hours worked, minimum wage, overtime and double-time, and premium wages for
19 unlawful meal or rest breaks. FlexCare is required to compensate these employees for all their
20 unpaid wages earned and an additional penalty equal to the daily earnings of such employees up
21 to an amount equal to those owed for 30 days of work.

22 **EIGHTH CAUSE OF ACTION**

23 **[UNFAIR BUSINESS PRACTICES]**

24 **(Plaintiff and the Class Against FlexCare and Does 1-20)**

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

27 68. FlexCare has engaged in unfair business practices in California by practicing,
28 employing and utilizing the employment practices outlined in this Complaint by requiring their

1 drivers and other non-exempt employees to perform the labor complained of herein without
2 proper compensation. FlexCare's utilization of such unfair business practices constitutes unfair
3 competition and provides an unfair advantage over their competitors.

4 69. Plaintiff and the Class seek full restitution and disgorgement of monies, as
5 necessary and according to proof, to restore any and all monies withheld, acquired and/or
6 converted by FlexCare by means of the unfair practices complained of herein.

7 70. Plaintiff and the Class seek, on their own behalf and on behalf of the general
8 public, the appointment of a receiver, as necessary. The acts complained of herein occurred, at
9 least in part, within the last four (4) years preceding the filing of the original complaint in this
10 action.

11 71. Upon information and belief, Plaintiff alleges that at all times herein mentioned
12 FlexCare has engaged in unlawful, deceptive and unfair business practices, as proscribed by
13 Business and Professions Code § 17200 et seq., including those set forth in the Complaint herein,
14 thereby depriving Plaintiff and the Class, and other members of the general public the minimum
15 working condition standards and conditions due to them under the California labor laws and the
16 applicable Wage Orders as specifically described herein.

17 72. Plaintiff and the Class are further entitled to and do seek both a declaration that
18 the above-described business practices are unfair, unlawful and/or fraudulent and injunctive
19 relief restraining FlexCare from engaging in any of such business practices in the future. Such
20 misconduct unless and until enjoined and restrained by order of this Court, will cause great and
21 irreparable injury in that FlexCare will continue to violate these California laws, represented by
22 labor statutes and the wage orders, unless specifically ordered to comply with same. This
23 expectation of future violations will require current and future employees to repeatedly and
24 continuously seek legal redress in order to gain compensation to which they are entitled under
25 California law. Plaintiff and the Class have no other adequate remedy at law to ensure future
26 compliance with the California labor laws and the Applicable Wage Orders alleged to have been
27 violated herein.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, pray for
3 relief and judgment against FlexCare and Does 1-20 as follows:

4 1. Certification of this action as a class action on behalf of each of the Class alleged
5 in this Complaint;

6 2. For general damages, according to proof, on each cause of action for which such
7 damages are available;

8 3. For compensatory damages, according to proof, on each cause of action for which
9 such damages are available;

10 4. For consequential damages, according to proof, on each cause of action for which
11 such damages are available;

12 5. For restoration and restitution of lost wages, statutory penalties, and all other
13 remedies afforded under the Labor Code on all causes of action for violation of the Labor Code;

14 6. For declaratory and injunctive relief as requested herein;

15 7. For prejudgment and post-judgment interest according to law;

16 8. For reasonably incurred attorneys' fees recoverable under the law;

17 9. For costs of suit incurred in this action;

18 10. Disgorgement of all gains unjustly gained; and

19 11. Any other remedies, whether in law or equity, that the Court deems properly.
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22 Dated: September 8, 2020

Respectfully submitted,

23 SHAKOURI LAW FIRM
24 KOUL LAW FIRM

25
26 By: Ashkan Shakouri
27 Ashkan Shakouri
28 Attorneys for Plaintiff

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff demands a jury trial on issues triable to a jury.
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5 Dated: September 8, 2020

Respectfully submitted,

6 SHAKOURI LAW FIRM
7 KOUL LAW FIRM

8
9 By: Ashkan Shakouri
10 Ashkan Shakouri
11 Nazo Koulloukian
12 Attorneys for Plaintiff
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