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ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
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Arlene D. Junior, Clerk of the Court
By: Janie Dorman, Deputy Clerk

8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **SUPERIOR COURT OF SONOMA COUNTY**

10 MONIQUE LEWIS, on behalf of herself and
11 others similarly situated,

12 Plaintiff,

13 v.
14

15 RAPID ACTION, LLC; and DOES 1-20,
16 inclusive,

17 Defendants.
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Case No: SCV-266736

CLASS-ACTION COMPLAINT:

1. FAILURE TO PAY FOR ALL HOURS WORKED
2. FAILURE TO PAY OVERTIME
3. FAILURE TO PAY MINIMUM WAGE
4. FAILURE TO AUTHORIZE AND/OR PERMIT MEAL BREAKS
5. FAILURE TO AUTHORIZE AND/OR PERMIT REST BREAKS
6. FAILURE TO REIMBURSE FOR BUSINESS-RELATED EXPENDITURES
7. FAILURE TO FURNISH ACCURATE WAGE STATEMENTS
8. WAITING TIME PENALTIES
9. UNFAIR BUSINESS PRACTICES

[AMOUNT DEMANDED EXCEEDS \$25,000.00]

1 PLAINTIFF MONIQUE LEWIS (“Plaintiff”), individual, on behalf of herself and all
2 others similarly situated, as defined below, hereby alleges the following facts and claims against
3 DEFENDANT RAPID ACTION, LLC (“Defendant”), and respectfully requests a trial by jury
4 of all issues and causes of action so triable.

5 **INTRODUCTION**

6 1. This class action complaint challenges Defendant’s past and ongoing unlawful
7 employment practices and policies on behalf of Plaintiff and other similarly situated former and
8 current employees of Defendant, whose rights it violated and continues to violate under
9 California law. As set forth fully below, Plaintiff seeks to represent Defendant’s non-exempt
10 employees who were assigned to work for its clients engaged in a trade dispute inside California
11 during the applicable recovery period (“Strikebreakers”).

12 2. Specifically, as to Plaintiff and other Strikebreakers, Defendant has uniformly and
13 systematically:

- 14 a. Failed and continues to fail to pay for all hours worked in violation of Labor
15 Code §§ 200, 223, 226, 500, 1197, 1198, and the applicable California Industrial
16 Welfare Commission Wage Orders (“Applicable Wage Orders”);
- 17 b. Willfully failed and continues to fail to pay minimum wage for all hours worked
18 in violation of Labor Code §§ 1194 and 1197 and the Applicable Wage Orders;
- 19 c. Failed and continues to fail to pay overtime time for all overtime hours worked
20 in violation of Labor Code §§ 510, 1194, and the Applicable Wage Orders;
- 21 d. Failed and continues to fail to authorize and/or permit meal periods in violation
22 of Labor Code §§ 226.7, 512, and the Applicable Wage Orders;
- 23 e. Failed and continues to fail to authorize and/or permit rest periods in violation
24 of Labor Code §§ 226.7, and the Applicable Wage Orders;
- 25 f. Failed and continues to fail to reimburse for all business-related expenditures in
26 violation of Labor Code § 2802;

1 g. Failed and continues to fail to timely furnish complete and accurate itemized
2 wage statements in violation of Labor Code § 226, and the Applicable Wage
3 Orders; and

4 h. Committed and continues to commit unfair business practices in violation of
5 Business & Professions Code § 17200, et seq.

6 3. The acts complained of herein occurred and will occur, at least in part, within the
7 time-period of four (4) years preceding the filing of the original Complaint, up to and through
8 the time of trial.

9 **JURISDICTION AND VENUE**

10 4. This Court has jurisdiction over Defendant because it is an entity with sufficient
11 minimum contacts in California, and/or because it intentionally availed itself of the California
12 market so as to render the exercise of jurisdiction over it by the California courts consistent with
13 traditional notions of fair play and justice.

14 5. Pursuant to Code of Civil Procedure § 395(a) venue is proper in this County since
15 at least some of the acts and omissions that are the subject matter of this Complaint occurred
16 herein and/or Defendant is found, maintains offices, transacts business, exists and/or has an agent
17 herein.

18 **PARTIES**

19 6. At all relevant times mentioned herein, Plaintiff was an ultrasound sonographer
20 and a resident of the State of Texas.

21 7. Upon information and belief, Defendant is an employment staffing agency and is,
22 and at all times herein mentioned was, an Illinois corporation and duly authorized to do business
23 in California. Among other things, Defendant provides replacement labor staffing for employers
24 involved in labor disputes in California. Thus, Defendant qualifies as a “temporary services
25 employer” under Labor Code § 201.3.

26 8. The true names or capacities, whether individual, associate or otherwise, of Does
27 1-20, inclusive, are unknown to Plaintiff and, therefore, Plaintiff sues these doe defendants by
28 such fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to allege

1 such names and capacities as soon as they are ascertained. Upon information and belief, each of
2 these fictitiously named defendants is responsible in some manner for the occurrences alleged
3 herein, and that Plaintiff's injuries and damages as alleged and set forth herein were proximately
4 caused by such fictitiously named defendants.

5 9. Upon information and belief, Plaintiff alleges that at all relevant times each of the
6 defendants was the principal, agent, employer, employee, partner, joint venturer, officer, director,
7 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and
8 predecessor in interest of some or all of the other defendants, and was engaged with some or all
9 of the other defendants in a joint enterprise for profit, and bore such other relationships to some
10 or all of the other defendants so as to be liable for the conduct of each of them.

11 10. Upon information and belief, Plaintiff alleges that each defendant acted pursuant
12 to and within the scope of the relationships alleged above, that each defendant knew or should
13 have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the
14 conduct of all other defendants, and/or that each defendant acted pursuant to a conspiracy and
15 agreement to do the things alleged herein.

16 **FACTUAL ALLEGATIONS**

17 11. In or around November 2019, Defendant hired, assigned and paid Plaintiff to work
18 at Petaluma Valley Hospital located in Sonoma County, California because the facility was
19 engaged in a trade dispute with its employees who were on strike. Plaintiff was required to travel
20 to California to work the assignment because at the time she was a resident of Texas. Plaintiff
21 was assigned to work 12-hour shifts during the assignment. Claimant no longer works for
22 Defendant.

23 **I. Defendant's Failure to Pay for Transportation Time and Associated Wait** 24 **Time**

25 12. During the applicable recovery period, Strikebreakers have been required to use
26 company-provided transportation to and from their assigned jobsites due to, among other reasons,
27 safety concerns posed by crossing active, or potential, picket lines in and around their jobsites.
28 Thus, using company-provided transportation to get to their jobsites and back is compulsory for

1 the Strikebreakers. However, Defendant has had a policy and/or practice of not paying these
2 Strikebreakers for their transportation time, and the wait time associated with it, even though
3 Strikebreakers are under its control during the entirety of this time. As way of example, due to
4 safety concerns posed by crossing picket lines in and around Petaluma Valley Hospital, Plaintiff
5 was required to use company-provided transportation to and from her jobsite, and to wait for
6 such transportation, which included waiting for the other strikebreakers to arrive at the designated
7 pick-up location. Yet, despite the fact that Plaintiff was under Defendant's control during such
8 time, it failed to compensate her at all for this time, some of which should have been paid at
9 overtime and double-time rates given Plaintiff's long shifts.

10 13. Upon information and belief, during the applicable recovery period, other
11 Strikebreakers were also required to use company-provided transportation to commute to their
12 assigned jobsites, and to wait for such transportation, without compensation for that time from
13 Defendant.

14 **II. Defendant's Failure to Authorize and/or Permit Lawful Meal or Rest Breaks**
15 **and Its Failure to Pay Required Premiums for Non-Complaint Breaks**

16 14. During the applicable recovery period, Defendant has had policy and/or practice
17 of not authorizing or permitting its Strikebreakers to take lawful meal or rest breaks under
18 California law. In particular, Aureus outsources its meal and rest break policies to its clients by
19 requiring the Strikebreakers it assigns to work for them to follow its clients' meal and rest break
20 policies. Aureus also does not take adequate measures to ensure that its clients actually authorize
21 and/or permit the Strikebreakers to take proper meal or rest breaks.

22 15. Plaintiff's timesheet for November 20, 2019 indicates that during her 12.5-hour
23 shift that day, her first meal break was taken 9.5 hours after the start of her shift and she received
24 no second meal break at all. Yet, her corresponding paystub shows that Defendant did not pay
25 her the required meal break premium for that shift. Similarly, Defendant did not authorize and/or
26 permit Plaintiff to take her lawful rest breaks, and did not provide her with the premium pay
27 required for such non-complaint rest breaks. During her assignment at Petaluma Valley Hospital,
28 it was the facility, not Defendant, that was in charge of authorizing and/or permitting Plaintiff to

1 take meal and rest breaks, and she could not take such breaks due to her workload. Moreover,
2 upon information and belief, Defendant did not take adequate measures to ensure that Petaluma
3 Valley Hospital actually authorized and/or permitted Plaintiff to take proper meal or rest breaks.

4 16. Upon information and belief, during the applicable recovery period, Defendant
5 also did not authorize and/or permit its other Strikebreakers to take lawful meal or rest breaks
6 under California law and did not pay them premiums for such non-complaint breaks, as required
7 under California law.

8 **III. Defendant's Failure to Reimburse for Necessary Business-Related**
9 **Expenditures**

10 17. During the applicable recovery period, Defendant has had an unlawful policy
11 and/or practice of not reimbursing Strikebreakers their necessary business-related expenditures,
12 including, but not limited to, their meal and mobile phone expenses. For instance, while
13 Defendant promised to pay Plaintiff a meal stipend in the amount of \$35 per day during her travel
14 assignment, it did not pay said stipend for each day she was on assignment. Defendant also failed
15 to reimburse Plaintiff for use of her personal mobile phone, which it required her to use in order
16 to communicate with her about her assignment.

17 18. Upon information and belief, during the applicable recovery period, Rapid Action
18 also failed to reimburse other Aggrieved Employees for their necessary business-related
19 expenditures, including, but not limited to, their meal and mobile phone expenses in violation of
20 Labor Code § 2802.

21 **CLASS ALLEGATIONS**

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

24 20. Plaintiff reserves the right under California Rules of Court, Rule 1855 (b) to
25 amend or modify the description of the class, as defined below, with greater specificity or
26 division into subclasses or limitation to certain issues.

1 21. Pursuant to Code of Civil Procedure § 382, this action qualifies as a class action
2 because there is a well-defined community of interest in the litigation and the proposed class is
3 easily ascertainable.

4 22. For the purposes of this Complaint, “Class Period” means any time from four
5 years prior to the filing of this Complaint until the date of trial.

6 23. The putative class Plaintiff will seek to certify is currently composed of and
7 defined as follows:

8 All of Defendant’s non-exempt employees who worked at any facility
9 engaged in a trade dispute inside California during the Class Period (the
10 “Class”).

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

16 25. **Common Questions Predominate:** Common questions of law and fact exist as
17 to all members of the Class and predominate over any questions that affect only individual
18 members of the Class. The predominant common questions of law and fact, among other things,
19 include, whether Defendant:

- 20 a. Failed and continues to fail to pay for all hours worked in violation of Labor Code
21 §§ 200, 223, 226, 500, 1197, 1198, and the applicable California Industrial
22 Welfare Commission Wage Orders (“Applicable Wage Orders”);
- 23 b. Willfully failed and continues to fail to pay minimum wage for all hours worked
24 in violation of Labor Code §§ 1194 and 1197 and the Applicable Wage Orders;
- 25 c. Failed and continues to fail to pay overtime time for all overtime hours worked in
26 violation of Labor Code §§ 510, 1194, and the Applicable Wage Orders;
- 27 d. Failed and continues to fail to authorize and/or permit meal periods in violation
28 of Labor Code §§ 226.7, 512, and the Applicable Wage Orders;

- e. Failed and continues to fail to authorize and/or permit rest periods in violation of Labor Code §§ 226.7, and the Applicable Wage Orders;
- f. Failed and continues to fail to reimburse for all business-related expenditures in violation of Labor Code § 2802;
- g. Failed and continues to fail to timely furnish complete and accurate itemized wage statements in violation of Labor Code § 226, and the Applicable Wage Orders; and
- h. Committed and continues to commit unfair business practices in violation of Business & Professions Code § 17200, et seq.

26. **Typicality:** Plaintiff's claims are typical of the claims of the members of the Class she seeks to represent because Plaintiff, as an employee of Defendant, was exposed and subjected to the same unlawful business practices as the other members of the Class. Plaintiff and the members of the Class she seeks to represent sustained the same types of damages and losses.

27. **Adequacy:** Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff's attorneys have experience in employment and class action matters and may adequately represent the Class in this matter. Plaintiff has no adverse interests to those in the Class.

28. **Superiority:** A class action is superior to other available means for the fair and efficient adjudication of this controversy. Because individual joinder of all members of the Class is impractical, class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently and without the unnecessary duplication of effort and expense that numerous individual actions would engender. The relatively minor amount of individual damages in question coupled with the expenses and burdens of individual litigation would make it difficult or impossible for individual members of the Class to redress the wrongs done to them, while important public interests will be served by addressing the matter as a class action. The cost to and burden on the court system of adjudication of individualized litigation would be substantial and substantially more than the costs and burdens of a class action. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

1 **FIRST CAUSE OF ACTION**

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

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

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

6 30. At all times relevant hereto, Defendant was required to compensate Strikebreakers
7 for all hours worked and all pay promised pursuant to the Applicable Wage Orders, and Labor
8 Code §§ 200, 223, 226, 500, 510, 1197 and 1198.

9 31. In violation of California law, Defendant has knowingly and willfully refused to
10 perform its obligations to compensate Plaintiff and the Class for all their worked hours.

11 32. As a direct result, Plaintiff and the Class have suffered, and continue to suffer,
12 substantial losses related to the use and enjoyment of such wages, lost interest on such unpaid
13 wages, incurred expenses and attorneys' fees in seeking to compel Defendant to fully perform its
14 obligations under California law, all to their respective damage in amounts according to proof at
15 time of trial, but in amounts in excess of the jurisdiction of this Court.

16 33. Defendant's conduct described herein violates Labor Code §§ 200, 223, 226, 500,
17 1197, 1198, and the Applicable Wage Orders. Therefore, pursuant to Labor Code §§ 203, 218.5,
18 226, 558, 1194 and 1194.2, Plaintiff and the Class are entitled to recover damages for the
19 nonpayment of wages of all their worked hours, in addition to penalties, reasonable attorneys'
20 fees, expenses, and costs of suit.

21 **SECOND CAUSE OF ACTION**

22 **[FAILURE TO PAY OVERTIME]**

23 **(Plaintiff and the Class Against Defendant and Does 1-20)**

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

26 35. Pursuant to Labor Code §§ 200, 226, 500, 510 and 1198 and the Applicable Wage
27 Orders at all times relevant hereto, Defendant was required to compensate Plaintiff and the Class
28 for all worked overtime hours, which is calculated at one and one-half times the regular rate of

1 pay for all hours worked in excess of 8 hours per day and/or 40 hours per week. Defendant was
2 also required to compensate Plaintiff and the Class for all hours worked in excess of 12 hours in
3 any workday at double their regular rate of pay.

4 36. Plaintiff, and the Class are non-exempt employees entitled to the protections of
5 the Applicable Wage Orders, and Labor Code §§ 200, 226, 500, 510, and 1198.

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

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

16 39. Pursuant to Labor Code § 200, 203, 218.5, 226, 558, and 1194, Plaintiff and the
17 Class are entitled to recover owed overtime and double-time compensation from Defendant, as
18 well as penalties, interest, attorney's fees, and costs.

19 **THIRD CAUSE OF ACTION**

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

21 **(Plaintiff and the Class Against Defendant and Does 1-20)**

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

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

1 meal period may be waived by mutual consent of the employer and the employee only if the first
2 meal period was not waived.”

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

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

10 51. Plaintiff and the Class are entitled to recover one additional hour of pay at their
11 regular rate of compensation for each workday that a meal period was not authorized and/or
12 permitted. Plaintiff and the Class are also entitled to their costs and reasonable attorneys’ fees,
13 according to proof and to interest on all due and unpaid wages at the legal rate of interest.

14 **FIFTH CAUSE OF ACTION**

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

16 **(Plaintiff and the Class Against Defendant and Does 1-20)**

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

19 53. California Labor Code § 226.7(a) provides, "No employer shall require any
20 employee to work during any meal or rest period mandated by an applicable order of the
21 Industrial Welfare Commission.”

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

27 55. Pursuant to Labor Code § 226.7, if an employer fails to authorize and/or permit
28 an employee a rest break in accordance with the Applicable Wage Orders, the employer shall pay

1 the employee one additional hour of pay at the employee's regular rate of pay for each workday
2 that the rest break is not provided. The provisions of the Applicable Wage Orders state that the
3 rest break is defined as a "net" ten minutes, which means that the rest break begins when the
4 employee reaches an area away from the work area that is appropriate for rest.

5 56. During the applicable recovery period, Defendant did not authorize and/or permit
6 pay Plaintiff and the Class to take lawful rest breaks and failed to pay premium wages mandated
7 by Labor Code § 226.7(b) to this group of employees. As a result of violations of Labor Code §§
8 226.7 and the Applicable Wage Orders, Defendant is liable for civil penalties pursuant to Labor
9 Code §§ 558 and 2698 et seq.

10 57. Plaintiff and the Class are entitled to recover one additional hour of pay at their
11 regular rate of compensation with Defendant for each workday that a rest break was not
12 authorized and/or permitted. Plaintiff and the Class are also entitled to their costs and reasonable
13 attorneys' fees, according to proof and to interest on all due and unpaid wages at the legal rate of
14 interest.

15 **SIXTH CAUSE OF ACTION**

16 **[FAILURE TO REIMBURSE FOR BUSINESS-RELATED EXPENDITURES]**

17 **(Plaintiff and the Class Against Defendant and Does 1-20)**

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

20 59. Labor Code § 2802 (a) provides, "An employer shall indemnify his or her
21 employee for all necessary expenditures or losses incurred by the employee in direct consequence
22 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
23 even though unlawful, unless the employee, at the time of obeying the directions, believed them
24 to be unlawful."

25 60. As alleged above, during the applicable recovery period, Defendant has had an
26 unlawful policy and/or practice of not reimbursing Plaintiff and the Class for their incurred
27 business-related expenditures, including, but not limited to, their meal and mobile phone
28 expenses.

1 each subsequent pay period in which Defendant violated the reporting requirements of Labor
2 Code § 226, up to a maximum of \$4,000. Additionally, under Labor Code § 226.3, Defendant is
3 subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation
4 and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails
5 to provide the employee a wage deduction statement or fails to keep the records required under
6 Labor Code § 226(a).

7 **EIGHTH CAUSE OF ACTION**

8 **[WAITING TIME PENALTIES]**

9 **(Plaintiff and the Class Against Defendant and Does 1-20)**

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

12 69. Labor Code §§ 201 and 202 require that an employer pay all wages due to an
13 employee after said employee is discharged or quits.

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

18 71. During the applicable recovery period, Plaintiff and numerous members of the
19 Class have separated from Defendant as a result of being discharged or having voluntarily
20 resigned their employment.

21 72. While employed by Defendant, these employees were entitled to compensation
22 for the violations set forth in this Complaint. Defendant failed to pay all wages due to the Plaintiff
23 and the members of the Class who separated from Defendant, by failing to pay for, among other
24 things, all hours worked, overtime and double-time, and premium wages for unlawful meal or
25 rest breaks. Defendant is required to compensate these employees for all their unpaid wages
26 earned and an additional penalty equal to the daily earnings of such employees up to an amount
27 equal to those owed for 30 days of work.

1 **NINTH CAUSE OF ACTION**

2 **[UNFAIR BUSINESS PRACTICES]**

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

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

6 74. Defendant has engaged in unfair business practices in California by practicing,
7 employing and utilizing the employment practices outlined in this Complaint by requiring their
8 drivers and other non-exempt employees to perform the labor complained of herein without
9 proper compensation. Defendant's utilization of such unfair business practices constitutes unfair
10 competition and provides an unfair advantage over their competitors.

11 75. Plaintiff and the Class seek full restitution and disgorgement of monies, as
12 necessary and according to proof, to restore any and all monies withheld, acquired and/or
13 converted by Defendant by means of the unfair practices complained of herein.

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

18 77. Upon information and belief, Plaintiff alleges that at all times herein mentioned
19 Defendant has engaged in unlawful, deceptive and unfair business practices, as proscribed by
20 Business and Professions Code § 17200 et seq., including those set forth in the Complaint herein,
21 thereby depriving Plaintiff and the Class, and other members of the general public the minimum
22 working condition standards and conditions due to them under the California labor laws and the
23 applicable Wage Orders as specifically described herein.

24 78. Plaintiff and the Class are further entitled to and do seek both a declaration that
25 the above-described business practices are unfair, unlawful and/or fraudulent and injunctive
26 relief restraining Defendant from engaging in any of such business practices in the future. Such
27 misconduct unless and until enjoined and restrained by order of this Court, will cause great and
28 irreparable injury in that Defendant will continue to violate these California laws, represented by

1 labor statutes and the wage orders, unless specifically ordered to comply with same. This
2 expectation of future violations will require current and future employees to repeatedly and
3 continuously seek legal redress in order to gain compensation to which they are entitled under
4 California law. Plaintiff and the Class have no other adequate remedy at law to ensure future
5 compliance with the California labor laws and the Applicable Wage Orders alleged to have been
6 violated herein.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, pray for
9 relief and judgment against Defendant as follows:

- 10 1. Certification of this action as a class action on behalf of each of the Class alleged
11 in this Complaint;
 - 12 2. For general damages, according to proof, on each cause of action for which such
13 damages are available;
 - 14 3. For compensatory damages, according to proof, on each cause of action for which
15 such damages are available;
 - 16 4. For consequential damages, according to proof, on each cause of action for which
17 such damages are available;
 - 18 5. For restoration and restitution of lost wages, statutory penalties, and all other
19 remedies afforded under the Labor Code on all causes of action for violation of the Labor Code;
 - 20 6. For reimbursement of all incurred business-related expenditures;
 - 21 7. For declaratory and injunctive relief as requested herein;
 - 22 8. For prejudgment and post-judgment interest according to law;
 - 23 9. For reasonable attorneys' fees incurred in this action on those causes of action for
24 which such fees are recoverable under the law;
 - 25 10. For costs of suit incurred in this action;
 - 26 11. Disgorgement of all gains unjustly gained by Defendant; and
 - 27 12. Any other remedies, whether in law or equity, that the Court deems properly.
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Dated: July 17, 2020

Respectfully submitted,
SHAKOURI LAW FIRM

By: *Ashkan Shakouri*
Ashkan Shakouri
Attorney for Plaintiff and the Proposed
Class

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on issues triable to a jury.

Dated: July 17, 2020

Respectfully submitted,
SHAKOURI LAW FIRM

By: *Ashkan Shakouri*
Ashkan Shakouri
Attorney for Plaintiff and the Proposed
Class