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Attorneys for Plaintiff, DEWAYNE JAY MORRIS
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

DEWAYNE JAY MORRIS on behalf of
himself and all others similarly situated

Plaintiff,

vs.

JUST IN TIME CARGO, INC., a California
corporation, and DOES 1 through 50, inclusive,

Defendants.

Case No.

ASSIGNED FOR ALL PURPOSES TO:

JUDGE:

DEPT:

CLASS ACTION COMPLAINT

- 1) Failure to pay Lawful Wages**
- 2) Failure to Provide Lawful Meal Periods or Compensation in Lieu Thereof**
- 3) Failure to Provide Lawful Rest Periods or Compensation in Lieu Thereof**
- 4) Failure to Timely Pay Wages**
- 5) Failure to Reimburse Employee Expenses**
- 6) Unlawful Deduction from Wages**
- 7) Knowing and Intentional Failure to Comply With Itemized Employee Wage Statement Provisions**
- 8) Violations of the Unfair Competition Law**

JURY TRIAL DEMANDED

1 Named Plaintiff DEWAYNE JAY MORRIS on behalf of himself and all others similarly
2 situated assert claims against Defendants JUST IN TIME CARGO, INC. and DOES 1 through
3 50, inclusive as follows:

4 I.

5 **INTRODUCTION**

6 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, brought
7 against Defendant JUST IN TIME CARGO, INC. and DOES 1 through 50, inclusive
8 (hereinafter collectively referred to as “JUST IN TIME CARGO” and/or “Defendants”) on
9 behalf of Plaintiff DEWAYNE JAY MORRIS (hereinafter “Plaintiff”) and all individuals who
10 work and/or worked for Defendants in California and occupied positions of truck drivers
11 (hereinafter referred to as “Drivers” and/or “Class Members”)

12 2. During the liability period, Defendants deliberately misclassified their truck
13 drivers as independent contractors thereby denying these workers the basic wage-and-hour
14 rights and protections guaranteed to employees by the California Labor Code and the IWC’s
15 applicable Wage Order.

16 3. During the liability period, as a result of Defendants’ systematic
17 misclassification, Plaintiff and Class Members are/were subjected to the following unlawful
18 practices: (1) not paid all lawful wages owed including compensation earned but left unpaid
19 for non-driving work, pursuant to California law’s requirement that employees be paid at least
20 the minimum wage for each hour worked; (2) not provided the premium wages earned for
21 each day they are deprived of an uninterrupted, duty-free meal period mandated by California
22 law; (3) not paid premium wages earned for each day an employee is deprived an
23 uninterrupted, duty-free rest period mandated by California law; (4) not reimbursed for
24 business expenses incurred in the performance of their job duties; (5) improper deductions
25 made from drivers’ pay for Defendants’ own business operational expenses; (6) failure to
26 timely pay all wages owed and (7) failure to provide accurate itemized wages statements .

27 4. Plaintiff, on behalf of himself and all Class Members, bring this action
28 pursuant to Labor Code sections, 201, 202, 203, 204, 221, 224, 225, 226, 226.7, 512, 1194,
1197, 1199, 1198, 2802 ,California Code of Regulations, Title 8, section 11090 *et seq.* and any

1 other applicable Industrial Welfare Commission (“IWC”) Wage Orders, seeking unpaid lawful
2 wages, unpaid rest and meal period compensation, penalties and other equitable relief, and
3 reasonable attorneys’ fees and costs.

4 5. Plaintiff, on behalf of himself and others similarly situated, pursuant to Business
5 and Professions Code sections 17200-17208, also seeks restitution from Defendants for their
6 failure to pay all lawful wages owed and rest and meal period premiums to Plaintiff and Class
7 Members.

8 II.

9 VENUE

10 6. Venue as to each Defendant is proper in this judicial district pursuant to Code of
11 Civil Procedure section 395. Defendant conducts substantial and continuous business
12 activities in San Bernardino County, California and each Defendant is within the jurisdiction
13 of this Court for service of process purposes. Defendants employ numerous Class Members in
14 San Bernardino County, California.

15 III.

16 PARTIES

17 7. Plaintiff is, and at all times mentioned in this complaint was, a resident of,
18 California.

19 8. On information and belief, Defendant JUST IN TIME CARGO is a California
20 corporation which is headquartered in Costa Mesa, California and is engaged in providing its
21 customers with trucking services involving the transportation of cargo within California and
22 nationwide

23 9. The true names and capacities of Defendants, whether individual, corporate,
24 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown
25 to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil
26 Procedure section 474. Plaintiff is informed and believes, and based thereon alleges that each
27 of the Defendants designated herein as a DOE is legally responsible in some manner for the
28 unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to

1 reflect the true names and capacities of the Defendants designated hereinafter as DOES when
2 such identities become known.

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

7 IV.

8 **FACTUAL BACKGROUND**

9 11. Plaintiff worked for JUST IN TIME CARGO from May 2019 through on or
10 about February 10, 2020 and occupied a position as a truck driver. Plaintiff was hired by
11 Defendants and misclassified as an exempt independent contractor.

12 12. JUST IN TIME CARGO provides freight transportation and cargo services
13 throughout California and the U.S. In order to run their business, Defendants hire truck drivers
14 as “independent contractors” despite the fact that these drivers are deemed employees under
15 California. For instance, Plaintiff and Class Members do not own the trucks that they drive
16 while working for Defendants. Instead, the trucks that Plaintiff and Class Members drive in the
17 performance of their job duties are provided to them by Defendants and all prominently display
18 the JUST IN TIME CARGO logo on them.

19 13. Plaintiff and Class Members are also required to follow Defendants’ specific
20 instructions in the performance of their job duties. Defendants also train, discipline and
21 unilaterally determine the rate paid to Plaintiff and Class Members. Defendants exercise sole
22 authority to assign, schedule and supervise Plaintiff and Class Members. Plaintiff and Class
23 Members are required to adhere to the schedules provided to them by JUST IN TIME CARGO

24 14. Plaintiff and Class Members are not engaged in a separate business or profession
25 but instead work exclusively for Defendants on a long term basis rather than periodically and
26 regularly work for Defendants on a weekly basis.

27 15. As drivers, Plaintiff and Class Members are integrated in Defendants’ regular
28 business operations and are essential to Defendants’ day-to-day operations.

1 16. JUST IN TIME CARGO strictly requires Plaintiff and Class Members to perform
2 truck inspections and to undergo drug and alcohol tests. Also, any expenses pertaining to the use
3 of Defendants' trucks are deducted from the amount paid to Plaintiff and Class Members.

4 17. Defendants control the means, manner and methods by which Plaintiff and Class
5 Members perform their work for JUST IN TIME CARGO. Nevertheless, Defendants have
6 willfully misclassified Plaintiff and Class Members as independent contractors in order to
7 maximize profits and minimize costs.

8 18. During the liability period, Defendants paid Plaintiff and Class Members piece
9 consisting of a flat non-negotiable rate for cargo transported within California and mileage
10 rate for cargo transported out of state. Defendants do not pay Plaintiff and Class Members
11 earned compensation for additional time they are under Defendants' control and performing
12 work including, but not limited to, pre-trip and post-trip inspections, time spent waiting for
13 trailers, for the loading and unloading of cargo and processing of paperwork.

14 19. As a result of Defendants' improper pay policies and/or practice, Plaintiff and
15 Class Members were not paid all lawful wages earned including minimum wage.

16 20. As a result of Defendants' misclassification of Plaintiff and Class Members as
17 independent contractors, during the liability period, Plaintiff and Class Members are/were
18 required to work during their meal periods. Plaintiff and Class Members were required to
19 work in excess of five (5) hours without being provided an uninterrupted thirty (30) minute
20 meal period and are not compensated one (1) hour of pay at their regular rate of compensation
21 for each workday that a meal period was not provided, in violation of California labor laws,
22 regulations and IWC Wage Order;

23 21. As a result of Defendants' misclassification of Plaintiff and Class Members as
24 independent contractors, Plaintiff and Class Members worked without being permitted or
25 authorized a minimum ten (10) minute rest period for every four hours or major fraction
26 thereof worked and not compensated one (1) hour of pay at their regular rate of compensation
27 for each workday that a rest period was not provided, in violation of California labor laws,
28 regulations, and IWC Wage Orders.

1 22. During the liability period, Plaintiff and Class Members were required to incur
2 costs in the performance of their job duties for which they did not receive reimbursement. For
3 instance, they were required to use their personal phones in performance of their job duties for
4 which they did not receive reimbursement from Defendant. Plaintiff and Class Members also
5 purchased supplies such as specific GPS used by truck drivers. Specifically, Mr. Morris
6 purchased a Garmin GPS in order to be able to perform his job duties, for which he did not
7 receive reimbursement.

8 23. During the liability period, Defendants unlawfully deducted certain operational
9 expenses from Plaintiff and Class Members' paychecks including but not limited to
10 insurance, fuel, tolls and other expenses related to use of the truck.

11 24. During the liability period, Defendants willfully failed to pay all earned wages
12 in a timely manner to Plaintiff and Class Members; nor has Defendant paid to Plaintiff and
13 Class Members, upon or after termination of their employment with Defendants, all
14 compensation due, including but not limited to all wages owed and compensation for having
15 failed to properly provide rest periods and meal periods.

16 25. Defendants have also knowingly and intentionally failed to maintain accurate
17 itemized records reflecting total hours worked and have failed to provide Plaintiff and Class
18 Members with accurate, itemized wage statements reflecting, among other things, total hours
19 worked, appropriate rates of pay for those hours worked and wages earned by such employees.

20 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 currently employ and during the relevant period have employed over one hundred (100) Class
22 Members in the State of California as truck drivers whom they have classified as exempt
23 and/or independent contractors.

24 27. Despite Defendants' classification as exempt, Plaintiff and Class Members at all
25 times pertinent hereto, have been non-exempt employees within the meaning of the California
26 Labor Code, and the implementing rules and regulations of the IWC California Wage Orders.
27
28

V.

CLASS ACTION ALLEGATIONS

28. Plaintiff seeks to represent a Class comprised of and defined as: All persons who work and/or worked for JUST IN TIME CARGO as truck drivers and were classified as independent contractors in the state of California within four (4) years prior to the date this lawsuit is filed until resolution of this lawsuit (collectively referred to as the “Class” and/or Class Members”).

29. Plaintiff also seeks to represent Subclasses which are composed of persons satisfying the following definitions:

a. All persons who work and/or worked for JUST IN TIME CARGO as truck drivers and were classified as independent contractors, within the statutory liability period, and were not accurately and fully paid all lawful wages owed to them including minimum wages for all their hours worked;

b. All persons who work and/or worked for JUST IN TIME CARGO as truck drivers and were classified as independent contractors, within the statutory liability period, and have not been provided an uninterrupted 30 minute meal period when they worked over five hours in a work shift and were not provided compensation in lieu thereof;

c. All persons who work and/or worked for JUST IN TIME CARGO as truck drivers and were classified as independent contractors, within the statutory liability period, and have not been provided a minimum ten (10) minute rest period for every four (4) hours or major fraction thereof worked per day and were not provided compensation in lieu thereof;

d. All persons who work and/or worked for JUST IN TIME CARGO as truck drivers and were classified as independent contractors, within the statutory liability period,, and who utilized their personal property which were required in the performance of their job duties without receiving reimbursement from Defendants;

e. All persons who work and/or worked for JUST IN TIME CARGO as truck drivers and were classified as independent contractors, within the statutory liability

1 period, and had amounts including but not limited to operational expenses, unlawfully
2 deducted from their paychecks.

3 f. All persons who work and/or worked for JUST IN TIME CARGO as
4 truck drivers and were classified as independent contractors, within the statutory liability
5 period , and were not provided with accurate and complete itemized wage statements.

6 g. All persons who work and/or worked for JUST IN TIME CARGO as
7 truck drivers and were classified as independent contractors who, within the liability period,
8 were not timely paid all wages due and owed to them upon the termination of their
9 employment with Defendants.

10 30. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to
11 amend or modify the class description with greater specificity or further division into
12 subclasses or limitation to particular issues.

13 31. This action has been brought and may properly be maintained as a class action
14 under the provisions of section 382 of the Code of Civil Procedure because there is a well-
15 defined community of interest in the litigation and the proposed Class is easily ascertainable.

16 **A. Numerosity**

17 32. The potential members of the Class as defined are so numerous that joinder of
18 all the members of the Class is impracticable. While the precise number of Class Members has
19 not been determined at this time, Plaintiff is informed and believes that Defendants currently
20 employ, and/or during the relevant time period employed, approximately over 100 employees
21 in California who are or have been affected by Defendants' unlawful practices as alleged
22 herein.

23 **B. Commonality**

24 33. There are questions of law and fact common to the Class predominating over any
25 questions affecting only individual Class Members. These common questions of law and fact
26 include, without limitation:

- 27 i. Whether Defendants maintained a policy and/or practice whereby Plaintiff and
28 Class Members were misclassified as independent contractors instead of employees;

- 1 ii. Whether Defendants violated Labor Codes sections 200, 1194, and 1197 for
2 failing to pay minimum wages to Plaintiff and Class Members for all hours worked;
- 3 iii. Whether Defendants violated Labor Code sections 226.7, 512 and applicable
4 IWC Wage Order by failing to provide statutorily compliant meal periods to Plaintiff
5 and Class Members and failing to compensate them one hour wages in lieu of meal
6 periods;
- 7 iv. Whether Defendants violated Labor Code sections 226.7 and applicable IWC
8 Wage Orders by failing to authorize and permit compliant rest periods to Plaintiff and
9 Class Members and failing to compensate them one hours wages in lieu of rest periods;
- 10 v. Whether Defendants violated Labor Code section 2802 and applicable IWC
11 Wage Orders for failing to indemnify Plaintiff and Class Members for the expenditures
12 incurred in the performance of their job duties;
- 13 vi. Whether Defendants violated Labor Code sections 221, 224 225 and applicable
14 IWC Wage Orders for deducting from Plaintiff and Class Members' wages and
15 paychecks amounts to pay for expenses incurred in the performance of their job duties,
16 operational expenses and/or losses;
- 17 vii. Whether Defendants violated sections 201-203 of the Labor Code by failing to
18 pay all earned wages and/or premium wages due and owing at the time that Plaintiff
19 and Class Members' employment with Defendants terminated;
- 20 viii. Whether Defendants violated sections 226 of the Labor Code and applicable
21 IWC Wage Orders by failing to, among other violations, maintain accurate records of
22 Plaintiff and Class Members' earned wages, work periods, meal periods and
23 deductions;
- 24 ix. Whether Defendants violated section 17200 *et seq.* of the Business and
25 Professions Code by failing to pay all lawful wages owed to failing to provide proper
26 rest and/or meal periods and failing to pay compensation in lieu thereof; failing to
27 reimburse employee expenses; unlawfully deducting expenses from employee
28 paychecks; failing to keep accurate records all in violation of Labor Code sections

201, 202, 203, 204, 221, 224, 225, 226, 226.7, 512, 1194, 1197, 1199, 1198, 2802 and applicable IWC Wage Orders.

- x. Whether Defendants violated section 17200 *et seq.* of the Business and Professions Code and Labor Code sections set forth herein and applicable IWC Wage Orders which violation constitutes a violation of fundamental public policy;

C. Typicality

34. The claims of the named Plaintiff are typical of the claims of the Class. Plaintiff and all members of the Class sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of California laws, regulations, and statutes as alleged herein.

D. Adequacy of Representation

35. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Counsel who represents Plaintiff is competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

36. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants' unlawful policy and/or practice herein complained of.

37. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

VI.

CAUSES OF ACTION

First Cause of Action

Failure to Pay Lawful Wages Including Minimum Wage
(Lab. Code §§ 1194, 1199)
(Against All Defendants)

38. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

39. As discussed herein, as a result of Defendants' misclassification of their truck drivers as independent contractors, Plaintiff and Class Members did not receive correct compensation for all hours worked including minimum wage in violation of California state wage and hour laws.

40. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to represent have been deprived of compensation for all earned wages including minimum wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code section 1194.

41. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described herein and below.

Second Cause of Action

Failure to Provide Lawful Meal Periods
Or Compensation in Lieu Thereof
(Lab. Code §§226.7, 512, IWC Wage Orders)
(Against All Defendants)

42. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

43. As alleged herein, Defendants have maintained a policy and/or practice of misclassifying of their truck drivers as independent contractors. As such, Defendants have systematically failed and/or refused to provide Plaintiff and Class Members with an off duty, uninterrupted 30 minute meal period in all shifts over five hours. Defendants have also failed to provide compensation for such not providing statutorily compliant meal periods and thus, Defendants violated the provisions of Labor Code §512 and applicable IWC Wage Orders.

44. By failing to record and maintain adequate and accurate time records according to sections 226 and 1174 (d) of the Labor Code, Defendants have injured Plaintiff and Class Members and made it difficult to calculate the unpaid meal period compensation due Plaintiff and Class Members.

1 45. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks
2 to represent have been deprived of premium wages in amounts to be determined at trial, and are
3 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
4 §226.7.

5 46. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
6 described herein and below.

7
8 **Third Cause of Action**
9 Failure to Provide Rest Periods
10 Or Compensation in Lieu Thereof
11 (Lab. Code §§226.7, IWC Wage Orders)
12 (Against All Defendants)

13 47. Plaintiff repeats and incorporates herein by reference each and every allegation
14 set forth above, as though fully set forth herein.

15 48. As alleged herein, Defendants have maintained a policy and/or practice of
16 misclassifying their truck drivers as independent contractors. By their failure to provide a
17 minimum ten (10) minute rest period for every four hours or major fraction thereof worked per
18 day by Plaintiff and Class Members, and failing to provide compensation for such non-
19 provided rest periods, as alleged above, Defendants willfully violated the provisions of Labor
20 Code section 226.7 and IWC applicable Wage Orders.

21 49. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks
22 to represent have been deprived of premium wages in amounts to be determined at trial, and are
23 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
24 §226.7.

25 50. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
26 described herein and below.

27 **Fourth Cause of Action**
28 Failure to Timely Pay Wages Due At Termination
 (Lab. Code §§ 201-203)
 (Against All Defendants)

51. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

52. Sections 201 and 202 of the California Labor Code require Defendants to pay its employees all wages due within 72 hours of termination of employment. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

53. Affected class members are entitled to compensation for all forms of wages earned, including overtime compensation and compensation for non provided rest and meal periods but to date have not received such compensation therefore entitling them Labor Code section 203 penalties.

54. More than 30 days have passed since Plaintiff and affected Class Members have left Defendants' employ, and on information and belief, have not received payment pursuant to Labor Code §203. As a consequence of Defendants' willful conduct in not paying all earned wages, certain Class Members are entitled to 30 days' wages as a penalty under Labor Code section 203 for failure to pay legal wages.

55. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described herein and below.

Fifth Cause of Action

Failure to Reimburse Employee Expenses

(Lab. Code § 2802)

(Against All Defendants)

56. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

57. By their policy of unlawfully requiring Class Members to use their personal tools including but not limited to cellular phones and GPS, Defendant willfully violated the provisions of Lab. Code § 2802.

58. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to represent are entitled to recovery of full amount of expenses incurred plus interest, attorneys' fees, and costs, under Labor Code§ 2802.

59. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described herein and below.

Sixth Cause of Action
Unlawful Deductions From Wages
(Lab. Code §§ 221, 224, 225)
(Against All Defendants)

60. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

61. As alleged herein, by their policy of unlawfully deducting from the paychecks of Plaintiff and Class Members amounts to pay for expenses and losses incurred in the performance of their job duties, Defendant willfully violated the provisions of Lab. Code §§ 221, 225, 225.

62. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to represent are entitled to recovery of full amount of amounts deducted from their paychecks by Defendant plus interest, attorneys' fees, and costs.

63. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described herein and below.

Seventh Cause of Action
Knowing and Intentional Failure to Comply With Itemized Employee
Wage Statement Provisions
(Lab. Code § 226(b))
(Against All Defendants)

64. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

65. Section 226(a) of the California Labor Code requires Defendants to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Plaintiff and the members of the proposed class. IWC Wage Orders require Defendants to maintain time records showing, among others, when the employee begins and ends each work period, meal periods, split shift intervals and total daily hours worked in an itemized wage statement, and must show all deductions and reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and the members of the proposed

1 class. On information and belief, Defendants have failed to record all or some of the items
2 delineated in Industrial Wage Orders and Labor Code §226.

3 66. Section 1174 of the California Labor Code requires Defendants to maintain and
4 preserve, in a centralized location, among other items, records showing the names and
5 addresses of all employees employed, payroll records showing the hours worked daily by and
6 the wages paid to its employees. On information and belief and based thereon, Defendants have
7 knowingly and intentionally failed to comply with Labor Code section 1174. Defendants failure
8 to comply with Labor Code §1174 is unlawful pursuant to Labor Code §1175.

9 67. IWC Wage Orders require Defendants to maintain time records showing, among
10 others, when the employee begins and ends each work period, meal periods, split shift intervals
11 and total daily hours worked in an itemized wage statement, and must show all deductions and
12 reimbursements from payment of wages, and accurately report total hours worked by Plaintiff
13 and the members of the proposed class. On information and belief, Defendants have failed to
14 record all or some of the items delineated in Industrial Wage Orders and Labor Code §226.

15 68. Plaintiff and Class Members have been injured by Defendants' actions by
16 rendering them unaware of the full compensation to which they were entitled under applicable
17 provisions of the California Labor Code and applicable IWC Wage Orders.

18 69. Pursuant Labor Code §226, Plaintiff and Class Members are entitled up to a
19 maximum of \$4,000.00 each for record-keeping violations.

20 70. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
21 described herein and below.

22 **Eighth Cause of Action**
23 Violation of Unfair Competition Law
24 (Bus. & Prof. Code, §§ 17200-17208)
25 (Against All Defendants)

26 71. Plaintiff repeats and incorporates herein by reference each and every allegation
27 set forth above, as though fully set forth herein.

28 72. Business & Professions Code Section 17200 provides:

As used in this chapter, unfair competition shall mean and include any
unlawful, unfair or fraudulent business act or practice and unfair, deceptive,

1 untrue or misleading advertising and any act prohibited by Chapter 1
2 (commencing with Section 17500) of Part 3 of Division 7 of the Business and
Professions Code.) (Emphasis added.)

3 73. Defendants' violations of the Labor Code and Wage Order provisions set forth
4 above constitute unlawful and/or unfair business acts or practices.

5 74. The actions of Defendants, as alleged within this Complaint, constitute false,
6 fraudulent, unlawful, unfair, fraudulent and deceptive business practices, within the meaning of
7 Business and Professions Code section 17200, *et seq.*

8 75. Plaintiff and Class Members have been personally aggrieved by Defendants'
9 unlawful and unfair business acts and practices alleged herein.

10 76. As a direct and proximate result of the unfair business practices of Defendants,
11 and each of them, Plaintiff, individually and on behalf of all employees similarly situated, is
12 entitled to restitution of all wages which have been unlawfully withheld from Plaintiff and
13 members of the Plaintiff Class as a result of the business acts and practices described herein.

14 77. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
15 described herein and below.

16
17 **VII.**

18 **PRAYER**

19 WHEREFORE, Plaintiff prays for judgment as follows:

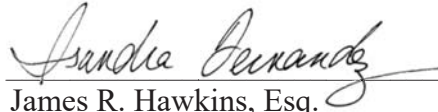
- 20 1. That the Court determine that this action may be maintained as a class action;
21 2. For compensatory damages in an amount according to proof with interest thereon;
22 3. For economic and/or special damages in an amount according to proof with interest
23 thereon;
24 4. For premium wages pursuant to Labor Code §§ 226.7 and 512;
25 5. For premium pay and penalties pursuant to Labor Code §203;
26 6. For attorneys' fees, interests and costs of suit under Labor Code §§ 225,1194,2802
27 7. For such other and further relief as the Court deems just and proper.
28

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

Dated: May 12, 2020

JAMES HAWKINS, APLC



James R. Hawkins, Esq.

Isandra Y. Fernandez, Esq.

Attorneys for Plaintiff

Dewayne Jay Morris