

Kane Moon (SBN 249834)
kane.moon@moonyanglaw.com
Allen Feghali (SBN 301080)
allen.feghali@moonyanglaw.com
Enzo Nabiev (SBN 332118)
enzo.nabiev@moonyanglaw.com

MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff James Mack

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

JAMES MACK, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

UNIVERSAL TRUCKLOAD, LLC, a limited
liability company; UNIVERSAL TRUCKLOAD,
INC., a Delaware corporation; UNIVERSAL
LOGISTICS HOLDINGS, INC., a Michigan
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: CIVSB 2028524

[Hon. David Cohn, Dept. S-26]

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
2. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and
3. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.]

DEMAND FOR JURY TRIAL

TABLE OF CONTENTS

INTRODUCTION & PRELIMINARY STATEMENT	1
THE PARTIES	2
A. Plaintiff.....	2
B. Defendants.....	2
ALLEGATIONS COMMON TO ALL CAUSES OF ACTION	4
CLASS ACTION ALLEGATIONS	4
FIRST CAUSE OF ACTION	8
SECOND CAUSE OF ACTION	8
PRAYER FOR RELIEF	10
DEMAND FOR JURY TRIAL	12

1 Plaintiff James Mack (“Plaintiff”), based upon facts that either have evidentiary support
2 or are likely to have evidentiary support after a reasonable opportunity for further investigation
3 and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Universal Truckload, LLC,
6 Universal Truckload, Inc., Universal Logistics Holdings, Inc., their subsidiaries or affiliated
7 companies and/or predecessors in interest withing the State of California, and Does 1 through 10
8 (collectively referred to as “Defendants”) for California Labor Code violations and unfair
9 business practices stemming from Defendants’ failure to indemnify necessary business expenses.

10 2. Plaintiff brings the First through Second Causes of Action individually and as a
11 class action on behalf of himself and certain current and former employees of Defendants
12 (hereinafter collectively referred to as the “Class” or “Class Members” and defined more fully
13 below). The Class consists of Plaintiff and all individuals who signed contracts with Defendants,
14 who worked as truck drivers for Defendants in California in service of those contracts, and who
15 incurred business expenses that were not reimbursed at any time within the Class Period.

16 3. Plaintiff also brings a Third Cause of Action as a representative action under the
17 California Private Attorney General Act (“PAGA”) to recover civil penalties under the California
18 Labor Code that are owed to Plaintiff, the State of California, and past and present employees of
19 Defendants (hereinafter referred to as the “Aggrieved Employees”). The Aggrieved Employees
20 consist of Plaintiff and all individuals who signed contracts with Defendants, who worked as
21 truck drivers for Defendants in California in service of those contracts, and who incurred
22 business expenses that were not reimbursed at any time within the Class Period.

23 4. Defendants own/owned and operate/operated an industry, business, and
24 establishment within the State of California, including San Bernardino County. As such, and
25 based upon all the facts and circumstances incident to Defendants’ business in California,
26 Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial
27 Welfare Commission (“IWC”), and the California Business & Professions Code.

5. Despite these requirements, throughout the statutory period Defendants maintained a systematic, company-wide policy and practice of failing to indemnify employees for necessary business expenses incurred.

6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

THE PARTIES

A. Plaintiff

8. Plaintiff James Mack is a California resident that worked for Defendants in the County of San Bernardino, State of California, as a driver within the statutory time period.

9. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Universal Truckload, LLC is:

- (a) A Delaware limited liability company with its principal place of business in San Bernardino, California.
- (b) A business entity conducting business in numerous counties throughout the State of California, including in San Bernardino County; and
- (c) The former employer of Plaintiff, and the current and/or former employer of the putative Class. Universal Truckload, LLC suffered and permitted

1 Plaintiff, the Class, and the Aggrieved Employees to work, and/or
2 controlled their wages, hours, or working conditions.

3 11. Plaintiff is informed and believes, and based upon that information and belief
4 alleges, that Defendant Universal Truckload, Inc. is:

- 5 (a) A Delaware corporation that has not designated a principal business office
6 in California according to its latest Statement of Information (Foreign
7 Corporation) on file with the California Secretary of State;
- 8 (b) A corporation that maintains branches, facilities, and offices from which it
9 transacts business in a variety of locations in San Bernardino County, and
10 is otherwise within this Court's jurisdiction for purposes of service of
11 process; and
- 12 (c) The former employer of Plaintiff, and the current and/or former employer
13 of the putative Class. Universal Truckload, Inc. suffered and permitted
14 Plaintiff, the Class, and the Aggrieved Employees to work, and/or
15 controlled their wages, hours, or working conditions.

16 12. Plaintiff is informed and believes, and based upon that information and belief
17 alleges, that Defendant Universal Logistics Holdings, Inc. is:

- 18 (a) A Michigan corporation that has not designated a principal business office
19 in California according to its latest Statement of Information (Foreign
20 Corporation) on file with the California Secretary of State;
- 21 (b) A corporation that maintains branches, facilities, and offices from which it
22 transacts business in a variety of locations in San Bernardino County, and
23 is otherwise within this Court's jurisdiction for purposes of service of
24 process; and
- 25 (c) The former employer of Plaintiff, and the current and/or former employer
26 of the putative Class. Universal Logistics Holdings, Inc. suffered and
27 permitted Plaintiff, the Class, and the Aggrieved Employees to work,
28 and/or controlled their wages, hours, or working conditions.

1 13. Plaintiff does not currently know the true names or capacities of the persons or
2 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious
3 names. Each of the Doe Defendants was in some manner legally responsible for the damages
4 suffered by Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will
5 amend this complaint to set forth the true names and capacities of these Defendants when they
6 have been ascertained, together with appropriate charging allegations, as may be necessary.

7 14. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
8 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
9 and/or injured a significant number of the Plaintiff, the Class, and the Aggrieved Employees in
10 the State of California.

11 15. Plaintiff is informed and believes and thereon alleges that at all relevant times
12 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
13 the other employees described in the class definitions below, and exercised control over their
14 wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges
15 that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer,
16 director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest
17 and/or predecessor in interest of some or all of the other Defendants, and was engaged with some
18 or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to
19 some or all of the other Defendants so as to be liable for their conduct with respect to the matters
20 alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted
21 pursuant to and within the scope of the relationships alleged above, that each Defendant knew or
22 should have known about, and authorized, ratified, adopted, approved, controlled, aided and
23 abetted the conduct of all other Defendants.

24 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

25 16. Plaintiff James Mack is a California resident who worked for Defendants in the
26 County of San Bernardino, State of California, as a driver. During the statutory period,
27 Defendants misclassified Plaintiff, the Class, and the Aggrieved Employees as independent
28 contractors.

17. Throughout the time period involved in this case, Defendants have wrongfully required Plaintiff, the Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff, the Class, and the Aggrieved Employees regularly paid out-of-pocket for necessary expenses, including, without limitation fuel, insurance, maintenance inspections, dispatch tablet systems, and taxes and surcharges, among other expenses.

CLASS ACTION ALLEGATIONS

18. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seek class certification under California Code of Civil Procedure § 382.

19. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

20. The proposed Class consists of and is defined as:

All individuals who signed contracts with Defendants, who worked as truck drivers for Defendants in California in service of those contracts, and who incurred business expenses that were not reimbursed at any time within the Class Period.

21. At all material times, Plaintiff was a member of the Class.

22. Plaintiff undertakes this concerted activity to improve the wages and working conditions of all Class Members.

23. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff at this time, however, the Class is estimated to be greater than 100 individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

- 1 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
2 the interests of each Class Member with whom there is a shared, well-
3 defined community of interest, and Plaintiff's claims (or defenses, if any)
4 are typical of all Class Members' claims as demonstrated herein.
- 5 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
6 the interests of each Class Member with whom there is a shared, well-
7 defined community of interest and typicality of claims, as demonstrated
8 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
9 Member. Plaintiff's attorneys, the proposed class counsel, are versed in
10 the rules governing class action discovery, certification, and settlement.
11 Plaintiff has incurred, and throughout the duration of this action, will
12 continue to incur costs and attorneys' fees that have been, are, and will be
13 necessarily expended for the prosecution of this action for the substantial
14 benefit of each class member.
- 15 (d) Superiority: A Class Action is superior to other available methods for the
16 fair and efficient adjudication of the controversy, including consideration
17 of:
- 18 1) The interests of the members of the Class in individually
 - 19 controlling the prosecution or defense of separate actions;
 - 20 2) The extent and nature of any litigation concerning the controversy
 - 21 already commenced by or against members of the Class;
 - 22 3) The desirability or undesirability of concentrating the litigation of
 - 23 the claims in the particular forum; and
 - 24 4) The difficulties likely to be encountered in the management of a
 - 25 class action.
- 26 (e) Public Policy Considerations: The public policy of the State of California
27 is to resolve the California Labor Code claims of many employees through
28 a class action. Indeed, current employees are often afraid to assert their

rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

24. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to reimburse Class Members for all necessary business expenses; and
- (b) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

25. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are

1 responsible in an amount sufficient to adequately compensate the members
2 of the Class for the injuries sustained;

3 (f) Without class certification, the prosecution of separate actions by
4 individual members of the class would create a risk of:

- 5 1) Inconsistent or varying adjudications with respect to individual
6 members of the Class which would establish incompatible standards
7 of conduct for Defendants; and/or
- 8 2) Adjudications with respect to the individual members which would,
9 as a practical matter, be dispositive of the interests of other
10 members not parties to the adjudications, or would substantially
11 impair or impede their ability to protect their interests, including but
12 not limited to the potential for exhausting the funds available from
13 those parties who are, or may be, responsible Defendants; and,

14 (g) Defendants have acted or refused to act on grounds generally applicable to
15 the Class, thereby making final injunctive relief appropriate with respect to
16 the class as a whole.

17 26. Plaintiff contemplates the eventual issuance of notice to the proposed members of
18 the Class that would set forth the subject and nature of the instant action. The Defendants' own
19 business records may be utilized for assistance in the preparation and issuance of the
20 contemplated notices. To the extent that any further notices may be required, Plaintiff would
21 contemplate the use of additional techniques and forms commonly used in class actions, such as
22 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
23 other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

24 **FIRST CAUSE OF ACTION**

25 **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

26 27. Plaintiff incorporates by reference and re-alleges as if fully stated herein
27 paragraphs 1 through 17 in this Complaint.
28

28. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by failing to pay and indemnify the Plaintiff and the Class for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

29. As a result, Plaintiff and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

30. Plaintiff and the class they represent are entitled to attorney's fees, expenses, and costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section 2802(b).

SECOND CAUSE OF ACTION

**(Against all Defendants for Violation of California Business & Professions Code §§ 17200,
et seq.)**

31. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 17 in this Complaint.

32. Defendants, and each of them, are “persons” as defined under California Business & Professions Code § 17201.

33. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

34. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

35. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of

1 California Business & Professions Code §§ 17200, *et seq.*

2 **Failure to Indemnify Necessary Business Expenses**

3 36. Defendants' failure to indemnify employees for necessary business expenses in
4 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
5 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
6 17200, *et seq.*

7 37. By and through their unfair, unlawful and/or fraudulent business practices
8 described herein, the Defendants, have obtained valuable property, money and services from
9 Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly
10 situated, of valuable rights and benefits guaranteed by law, all to their detriment.

11 38. Plaintiff and the Class Members suffered monetary injury as a direct result of
12 Defendants' wrongful conduct.

13 39. Plaintiff, individually, and on behalf of members of the putative Class, is entitled
14 to, and do, seek such relief as may be necessary to disgorge money and/or property which the
15 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by
16 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and
17 the Class are not obligated to establish individual knowledge of the wrongful practices of
18 Defendants in order to recover restitution.

19 40. Plaintiff, individually, and on behalf of members of the putative class, are further
20 entitled to and do seek a declaration that the above described business practices are unfair,
21 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
22 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
23 practices in the future.

24 41. Plaintiff, individually, and on behalf of members of the putative class, have no
25 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
26 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business
27 practices. As a result of the unfair, unlawful and/or fraudulent business practices described
28 above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and

1 will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained
2 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

3 42. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
4 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
5 withholdings.

6 43. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff
7 and putative Class Members are entitled to restitution of the wages withheld and retained by
8 Defendants during a period that commences four years prior to the filing of this complaint; a
9 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
10 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
11 1021.5 and other applicable laws; and an award of costs.

12 **THIRD CAUSE OF ACTION**

13 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of** 14 **2004, Cal. Lab. Code § 2698 et seq.)**

15 44. Plaintiff incorporates by reference and re-alleges as if fully stated herein
16 paragraphs 1 through 17 in this Complaint.

17 45. At all times herein mentioned, Defendants were subject to the Labor Code of the
18 State of California and the applicable Industrial Welfare Commission Orders.

19 46. California Labor Code § 2699(a) specifically provides for a private right of action
20 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of
21 law, any provision of this code that provides for a civil penalty to be assessed and collected by
22 the Labor and Workforce Development Agency or any of its departments, divisions,
23 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
24 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
25 herself and other current or former employees pursuant to the procedures specified in Section
26 2699.3."

27 47. Plaintiff has exhausted his administrative remedies pursuant to California Labor
28 Code § 2699.3. On November 2, 2020, he gave written notice by online filing to the Labor and

1 Workforce Development Agency and by certified mail to Defendants of the specific provisions
2 of the Labor Code that Defendants have violated against Plaintiff and certain current and former
3 aggrieved employees, including the facts and theories to support the violations. Plaintiff also
4 paid the filing fee. Plaintiff's PAGA case number is LWDA-CM-811425-20.

5 48. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and
6 Workforce Development Agency has not indicated that it intends to investigate Defendants'
7 Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil
8 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
9 the Labor Code described in this Complaint. These penalties include, but are not limited to,
10 penalties under California Labor Code §§ 226.8, 2802, and 2699(f)(2).

11 49. Plaintiff seeks penalties for independent contractor misclassification. Labor Code
12 § 226.8 imposes penalties on employers for incorrectly classifying workers as independent
13 contractors. "Employer" means any person who directly or indirectly, or through an agent or any
14 other person, who engages, suffers, or permits any person to work, or exercises control over the
15 wages, hours, or working conditions of any person.

16 50. Throughout the statutory period, Defendants have employed hundreds of
17 Associates (including Plaintiff and the Aggrieved Employees) in numerous locations across
18 California to work as independent contractors.

19 51. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor
20 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
21 employing labor who willfully fails to maintain accurate and complete records required by
22 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
23 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
24 begins and ends each work period. Meal periods, and total hours worked daily shall also be
25 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
26 keep total hours worked in the payroll period and applicable rates of pay.

27 52. During the time period of employment for Plaintiff and the Aggrieved Employees,
28 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to

1 maintain accurate records showing meal periods. Defendants' failure to provide and maintain
2 records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved
3 Employees the ability to know, understand and question the accuracy and frequency of meal
4 periods. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting
5 failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants.
6 As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer,
7 substantial losses related to the use and enjoyment of such wages, lost interest on such wages and
8 expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation
9 under state law, all to their respective damage in amounts according to proof at trial. Because of
10 Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders,
11 Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented
12 from knowing, understanding, and disputing the wage payments paid to them.

13 53. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
14 of civil penalties on behalf of himself, the State of California, and similarly Aggrieved
15 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount
16 to be shown according to proof at trial. These penalties are in addition to all other remedies
17 permitted by law.

18 54. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
19 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in
20 any action shall be entitled to an award of reasonable attorney's fees and costs."
21

22 **PRAYER FOR RELIEF**

23 Plaintiff, individually, and on behalf of all others similarly situated only with respect to
24 the class claims, prays for relief and judgment against Defendants, jointly and severally, as
25 follows:

26 **Class Certification**

27 1. That this action be certified as a class action with respect to the First, Second,
28 Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;

1 2. That Plaintiff be appointed as the representative of the Class; and

2 3. That counsel for Plaintiff be appointed as Class Counsel.

3 As to the First Cause of Action

4 4. That the Court declare, adjudge and decree that Defendants violated Labor Code §
5 2802 and the IWC Wage Orders;

6 5. For general unpaid wages and reimbursement of business expenses as may be
7 appropriate;

8 6. For pre-judgment interest on any unpaid compensation commencing from the date
9 such amounts were due;

10 7. For reasonable attorneys' fees and for costs of suit incurred herein; and

11 8. For such other and further relief as the Court may deem equitable and appropriate.

12 As to the Second Cause of Action

13 9. That the Court declare, adjudge and decree that Defendants violated California
14 Business & Professions Code §§ 17200, *et seq.* by failing to indemnify necessary business
15 expenses;

16 10. For the appointment of a receiver to receive, manage and distribute any and all
17 funds disgorged from Defendants and determined to have been wrongfully acquired by
18 Defendants as a result of violations of California Business & Professions Code §§ 17200 *et*
19 *seq.*;

20 11. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
21 California Code of Civil Procedure § 1021.5;

22 12. For injunctive relief to ensure compliance with this section, pursuant to California
23 Business & Professions Code §§ 17200, *et seq.*; and,

24 13. For such other and further relief as the Court may deem equitable and appropriate.

25 As to the Third Cause of Action

26 14. That the Court declare, adjudge, and decree that Defendants violated the California
27 Labor Code by failing to reimburse business expenses, misclassifying employees as
28 independent contractors, and failing to furnish accurate wage statements;

1 15. For all civil penalties pursuant to California Labor Code § 2699, *et seq.*, and all
2 other applicable Labor Code provisions;

3 16. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
4 California Labor Code § 2699;

5 17. For such other and further relief as the Court may deem equitable and appropriate.

6 As to all Causes of Action

7 18. For any additional relief that the Court deems just and proper.

8
9 Dated: January 25, 2021

Respectfully submitted,

10 MOON & YANG, APC

11
12 By: _____


Kane Moon
Allen Feghali
Enzo Nabiev
Attorneys for Plaintiff

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14
15 **DEMAND FOR JURY TRIAL**

16 Plaintiff demands a trial by jury as to all causes of action triable by jury.

17
18 Dated: January 25, 2021

MOON & YANG, APC

19
20 By: _____


Kane Moon
Allen Feghali
Enzo Nabiev
Attorneys for Plaintiff