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Superior Court of California
County of Los Angeles

AUG 10 2021

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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 FOR THE COUNTY OF LOS ANGELES

13 CENTRAL DISTRICT

14 TIRZA PERLA, individually and as on
15 behalf of the State of California as well as
16 proposed Classes of Aggrieved
17 Employees,

18 Plaintiff

19 v.

20 SYNREGO, INC., a California
21 Corporation, and DOE ONE through and
22 including DOE TEN,

23 Defendants.

24 Case No: **21STCV29385**
25 Unlimited Civil Case

26 **COMPLAINT**

27 [*PAGA Representative, Law*
28 *Enforcement Action; Class Action*]

1. Sections 510 and 1194 of the California Labor Code, Failure to Pay Overtime and Minimum Wage
2. Failure to Maintain Accurate Payroll Records, Cal. Lab. Code § 1174 and IWC Wage Order 9
3. Failure to Provide Adequate Rest Periods, Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 9
4. Failure to Provide Adequate Meal Periods, Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 9
5. Section 203 of the California Labor Code, Continuing Wages
6. Failure to Reimburse Business Expenses, California Labor Code § 2802
7. Failure to Provide Proper Wage Statements, California Labor Code § 226

8. Failure to Provide Employment
Records Upon Request, Cal. Lab.
Code § 226
9. Failure to Provide Employment
Records Upon Request, Cal. Lab.
Code § 1198.5
10. Restitution, California Business and
Professions Code §§ 17200 *et seq.*
11. Civil Penalties, Pursuant to Cal. Lab.
Code § 2698 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff Tirza Perla (“Perla” or “Plaintiff”) by and through her undersigned
2 attorneys, alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This is a civil action and law enforcement action under the California Labor
5 Code Private Attorneys General Act (“PAGA”) seeking unpaid wages, continuing wages,
6 damages, civil penalties, statutory penalties and attorneys’ fees and costs. Plaintiff has
7 provided statutory notice to the California Labor and Workforce Development Agency of
8 the claims set forth in this complaint and to Defendant Synrgo, Inc.

9 2. Pursuant to California Code of Civil Procedure section 382, Plaintiff also
10 brings this case individually and as a class action.

11 3. Venue as to Defendant is proper in this judicial district, pursuant to
12 California Business & Professions Code section 17203 and California Code of Civil
13 Procedure sections 395(a) and 395.5. Defendant maintains an office, transacts business,
14 has an agent, or is found in the County of Los Angeles and is within the jurisdiction of
15 this Court for purposes of service of process. The unlawful acts alleged herein had a
16 direct effect on and were committed within the State of California. Emergency Rule 9 as
17 promulgated by the Judicial Council of California provides: “Notwithstanding any other
18 law, the statutes of limitations and repose for civil causes of action that exceed 180 days
19 are tolled from April 6, 2020, until October 1, 2020.” The Advisory Committee
20 Comment notes that: “Emergency rule 9 is intended to apply broadly to toll any statute
21 of limitations on the filing of a pleading in court asserting a civil cause of action. The
22 term “civil causes of action” includes special proceedings. (See Code Civ. Proc., §§ 312,
23 363 [“action,” as used in title 2 of the code (Of the Time of Commencing Civil Actions),
24 is construed “as including a special proceeding of a civil nature”). . . . The rule also
25 applies to statutes of limitations on filing of causes of action in court found in codes other
26 than the Code of Civil Procedure.”

1 **FACTUAL BACKGROUND AND GENERAL ALLEGATIONS**

2 4. Plaintiff Perla is an individual, who, during the time periods relevant to this
3 Complaint, was and is a resident of the County of Los Angeles, State of California. Perla
4 was employed by Defendant Synrgo, Inc. in the County of Los Angeles, State of
5 California.

6 5. Defendant Synrgo, Inc. (“Synrgo”) is a California Corporation, which at all
7 times relevant herein, conducted business within the County of Los Angeles, State of
8 California. According to its website:

9 SYNRGO is a trusted technology partner and single-source provider of real
10 estate document recording and post-closing services. SYNRGO now boasts
11 26 offices nationwide, over 300 employees, and more than 42 years of
12 combined experience.

13 A pioneer of eRecording, SYNRGO brings its deep understanding of real
14 estate technology and document handling into the digital age with flexible
15 offerings and advanced technologies for title companies, lenders, and local
16 jurisdictions. SYNRGO uses a personalized customer service approach to
17 anticipate evolving customer needs and provide clients with the highest
18 possible service level.

19 <https://synrgo.com/about-synrgo/>, last accessed on May 27, 2021.

20 6. According to its website, Synrgo offers a variety of services, including
21 Nationwide Recording, eRecording, Document Retrieval, Accommodations, Courier &
22 Transportation Services, and Remote Online Notarization. Plaintiff worked for Synrgo
23 as a driver.

24 7. Defendants Doe One through and including Doe Ten are sued herein under
25 the provisions of section 474 of the California Code of Civil Procedure. Plaintiff is
26 unaware of the true names, identities or capacities, whether corporate, individual or
27 otherwise, of said fictitiously named Defendants, but leave of Court will be prayed to
28 amend this pleading to insert the same herein when finally ascertained. Plaintiff is
informed, believes and thereupon alleges that each of the fictitiously named defendants is

1 an entity, which during the relevant time period maintained a place of business in the
2 County of Los Angeles, State of California.

3 8. Plaintiff is informed and believes and thereon alleges that, at all times herein
4 mentioned, Defendants, and each of them, were the agents, servants, employees, and/or
5 joint ventures of their co-Defendants as aforesaid, when acting as a principal, was
6 negligent and reckless in the selection and hiring of each and every other Defendants as
7 an agent, servant, employee, corporate officer, and/or joint venture, and that each and
8 every Defendant ratified the acts of its co-Defendants.

9 **GENERAL ALLEGATIONS**

10 9. Defendant Synrgo, and/or its predecessor entities, employed Perla as a driver
11 for more than three years, from December, 2016 until May 29, 2020, at which time
12 Plaintiff was informed that her employment was terminated due to slowdown of work.
13 To date, Perla has not been compensated all of her earned wages.

14 10. Upon information and belief, Plaintiff alleges that Synrgo employs hundreds
15 hourly employees, including drivers such as Plaintiff.

16 11. During the period of her employment, Plaintiff was paid an hourly wage.
17 Synrgo maintains a policy whereby they pay employees only from their official start
18 times, even if employees clock in and begin work before their official start times. This
19 policy applied to Plaintiff and all similarly situated employees. This policy resulted in
20 Plaintiff and similarly situated employees being forced to work off the clock.

21 12. Under California law and the applicable Wage Order, Perla and all similarly
22 situated employees are entitled to receive a ten-minute paid rest break for every four
23 hours worked. Additionally, Perla and all similarly situated employees are entitled to a
24 30-minute unpaid meal break within the first five hours of their work shift. During this
25 30-minute meal break, the employees are to be relieved of all duties. It is often
26 impossible for Synrgo's employees to receive their ten minute rest breaks and/or their 30-
27 minute unpaid meal breaks. In such an instance when an employee is not provided with
28 his or her rest or meal break, under California law the employee is entitled to receive a

1 one-hour wage premium. Upon information and belief, Synrgo however, fails to permit
2 its employees such as Plaintiff to take their ten-minute paid rest breaks and 30-minute
3 unpaid meal breaks or provide its employees with one-hour wage premiums.

4 13. Moreover, in those instances when employees are relieved of their
5 responsibilities and provided with breaks, those breaks are routinely shortened or
6 interrupted, resulting in employees being forced to work off the clock, and, as a result,
7 being denied payment of the minimum wage and/or overtime. Defendant's employees
8 are required to clock in at the beginning of their shift and clock out at the end. The
9 timekeeping system used by Defendant to record employee time can be set up to permit
10 employees to clock in and out when they take breaks. However, Synrgo requires
11 employees only to clock in and out at the beginning and end of their shifts. Indeed
12 Plaintiff's manager falsified Plaintiff's timerecords when she could not take her breaks
13 to make it appear like she had taken them. Upon information and belief, when employees
14 work more than five hours in a shift, Defendant effectively automatically deducts thirty
15 minutes from the employees' time to account for a meal break, whether or not the
16 employees actually have an uninterrupted thirty minute break or not.

17 14. Defendant has a policy of shortchanging its employees' with respect to
18 overtime and minimum wage payments. At all relevant times herein, section 1194 of the
19 California Labor Code provided:

20 Notwithstanding any agreement to work for a lesser wage, any employee
21 receiving less than the minimum wage or the legal overtime compensation
22 applicable to the employee is entitled to recover in a civil action the unpaid
23 balance of the full amount of this minimum wage and overtime
24 compensation, including interest thereon, reasonable attorney's fees, and
25 costs of suit.

26 Cal. Lab. Code § 1194. At all relevant times mentioned herein, section 1194.2 of the
27 California Labor Code provided:
28

1 (a) In any action under . . . Section 1194 to recover wages because of the
2 payment of wage less than the minimum wage fixed by an order of the
3 commission, an employee shall be entitled to recover liquidated damages in
4 an amount equal to the wages unlawfully unpaid and interest thereon.

5 Cal. Lab. Code § 1194.2. Notwithstanding the foregoing requirements of law, Plaintiff
6 was routinely denied proper payment of the minimum wage or overtime wages. For
7 example, Plaintiff was not compensated for all work performed before or after her
8 scheduled shifts. Additionally, Plaintiff and other similarly situated employees were not
9 compensated for time the employees spent working during breaks. Plaintiff and other
10 employees were not paid minimum wages and/or overtime for their time spent working
11 off the clock.

12 15. Perla and other drivers were required by Synrgo to utilize their personal
13 vehicles in order to make deliveries to Synrgo's customers. Synrgo, however, failed to
14 reimburse Perla and all similarly-situated employees for all expenses incurred in
15 discharging their duties, including but not limited to reimbursement for all mileage owed
16 to employees. Indeed, during a portion of the relevant class period, Defendant required
17 Plaintiff and similarly situated employees to utilize a GPS system to capture employee
18 mileage. The GPS system did not capture all mileage driven by employees for
19 reimbursement.

20 16. At all relevant times mentioned herein, the relevant portion of section 201(a)
21 of the California Labor Code provided: "If an employer discharges an employee, the
22 wages earned and unpaid at the time of discharge are due and payable immediately,"
23 while section 202 of the California Labor Code provides for payment within 72 hours of
24 employees who quit. Cal. Lab. Code §§ 201(a), 202.

25 17. At all times relevant hereto, sections 1194 and 1198 of the California Labor
26 Code and Wage Order 9 required (1) the payment of at least the minimum wage, (2) the
27 payment of wages equal to one-and-one-half times an employee's regular rate of pay for
28 all hours worked in excess of eight per day or forty per week and (3) the payment of

1 wages equal to double the employee's regular rate of pay for all hours worked in
2 excess of twelve per day and for all hours worked in excess of eight on the seventh day
3 of work in any one workweek.

4 18. At all relevant times mentioned herein, section 510 of the California Labor
5 Code provided, in relevant part:

6 Eight hours of labor constitutes a day's work. Any work in excess of eight
7 hours in one workday and any work in excess of 40 hours in any one
8 workweek and the first eight hours worked on the seventh day of work in
9 any one workweek shall be compensated at the rate of no less than one and
10 one-half times the regular rate of pay for an employee. Any work in excess
11 of 12 hours in one day shall be compensated at the rate of no less than twice
12 the regular rate of pay for an employee. In addition, any work in excess of
13 eight hours on any seventh day of a workweek shall be compensated at the
14 rate of no less than twice the regular rate of pay of an employee. Nothing in
15 this section requires an employer to combine more than one rate of overtime
16 compensation in order to calculate the amount to be paid to an employee for
17 any hour of overtime work. The requirements of this section do not apply to
18 the payment of overtime compensation to an employee working pursuant to
19 any of the following:

20 (1) An alternative workweek schedule adopted pursuant to Section 511.

21 (2) An alternative workweek schedule adopted pursuant to a collective
22 bargaining agreement pursuant to Section 514.

23 Cal. Lab. Code § 510(a).

24 19. At all relevant times mentioned herein, section 1194(a) of the California
25 Labor Code provided, in relevant part:

26 Notwithstanding any agreement to work for a lesser wage, any employee
27 receiving less than the legal minimum wage or the legal overtime
28 compensation applicable to the employee is entitled to recover in a civil

1 action the unpaid balance of the full amount of this minimum wage or
2 overtime compensation, including interest thereon, reasonable attorney's
3 fees, and costs of suit.

4 Cal. Lab. Code § 1194(a).

5 20. With regard to the employment of Plaintiff as described above, the
6 provisions of subparagraphs (1) and (2) of section 510 of the California Labor Code were
7 inapplicable in that no alternative workweek schedule had been adopted pursuant to
8 section 510 and Plaintiff's employment was not governed by a collective bargaining
9 agreement as described in section 514 of the California Labor Code.

10 21. During Plaintiff's employment with Defendant, Defendant failed to provide
11 Plaintiff with minimum and/or overtime compensation as required by the California
12 Labor Code and/or IWC Wage Order 9. Plaintiff's manager falsified records of Plaintiff
13 when she did work over eight hours in a day or over forty hours in a week to omit
14 Plaintiff's overtime work.

15 22. At all times relevant hereto, section 226.7 of the California Labor Code
16 provided:

17 (a) An employer shall not require an employee to work during a meal or rest
18 or recovery period mandated pursuant to an applicable statute, or applicable
19 regulation, standard or order of the Industrial Welfare Commission, the
20 Occupational Safety and Health Standards Board, or the Division of
21 Occupational Safety and Health.

22 (b) If an employer fails to provide an employee a meal period or rest or
23 recovery period in accordance with a state law, including, but not limited to,
24 an applicable statute or applicable regulation, standard, or order of the
25 Industrial Welfare Commission, the employer shall pay the employee one
26 additional hour of pay at the employee's regular rate of compensation for
27 each work day that the meal or rest period is not provided.

28 Cal. Lab. Code § 226.7.

1 23. Defendant violated section 226.7 of the California Labor Code and Wage
2 Order 9 by failing to provide Plaintiff and similarly situated employees with the
3 authorized rest and meal periods. Accordingly, Plaintiff and similarly situated employees
4 are entitled to an additional hour of pay for each workday they were not properly
5 provided a rest period and an additional one hour of pay for each workday Plaintiffs were
6 not properly provided with a meal period. See Cal. Lab. Code § 226.7(b).

7 24. Compensation for missed rest and meal periods constitutes wages within the
8 meaning of section 200 *et seq.* of the California Labor Code.

9 25. At all relevant times mentioned herein, section 204 of the California Labor
10 Code provided, in relevant part:

11 All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or
12 204.2, earned by any person in any employment are due and payable twice
13 during each calendar month, on days designated in advance by the employer
14 as the regular paydays. Labor performed between the 1st and 15th days,
15 inclusive, of any calendar month shall be paid for between the 16th and the
16 26th day of the month during which the labor was performed, and labor
17 performed between the 16th and the last day, inclusive, of any calendar
18 month, shall be paid for between the 1st and 10th day of the following
19 month.

20 Cal. Lab. Code § 204.

21 26. To date, Defendant has failed to compensate Plaintiff for all of her earned
22 wages in accordance with the California Labor Code and Wage Order 9.

23 27. Defendant's failure to pay Plaintiffs within the time provided by section 201
24 of the California Labor Code has been and is "willful" within the meaning of section 203
25 of the California Labor Code and, accordingly, they are entitled to the "continuing
26 wages" for which provision is made by section 203.

1 28. At all relevant times mentioned herein, section 203 of the California Labor
2 Code provided:

3 If an employer willfully fails to pay, without abatement or reduction, in
4 accordance with Sections 201, 201.3, 201.5, 201.9, 202 and 202.5, any
5 wages of an employee who is discharged or who quits, the wages of the
6 employee shall continue as a penalty from the due date thereof at the same
7 rate until paid or until action therefore is commenced; but the wages shall
8 not continue for more than 30 days.

9 Cal. Lab. Code § 203(a).

10 29. Labor Code section 1174 and Wage Order 9 require Defendant to maintain
11 and record payroll information regarding the hours worked by each employee including,
12 without limitation, when the employee begins and ends each work period, when the
13 employee begins and ends each meal period, split shift intervals and total daily hours
14 worked.

15 30. Defendant violated Labor Code section 1174 and Wage Order 9 by failing to
16 maintain all of the required payroll records by, among other things, falsifying employee
17 records of time worked, including falsifying the time an employee allegedly took 30-
18 minute meal breaks.

19 31. California Labor Code section 2802 requires employers to fully reimburse
20 employees for all work-related expenses the employees incur while performing work
21 related duties. See Cal. Lab. Code § 2802. California Labor Code section 2804 prohibits
22 employees from waiving their rights to full reimbursement for work related expenses.
23 See Cal. Lab. Code § 2804.

24 32. At all relevant times mentioned herein, section 226 of the California Labor
25 Code provided:

26 (a) Every employer shall, semimonthly or at the time of each payment of
27 wages, furnish each of his or her employees, either as a detachable part of
28 the check, draft, or voucher paying the employee's wages, or separately

1 when wages are paid by personal check or cash, an itemized statement in
2 writing showing (1) gross wages earned, (2) total hours worked by the
3 employee, except for any employee whose compensation is solely based on
4 a salary and who is exempt from payment of overtime under subdivision (a)
5 of Section 515 or any applicable order of the Industrial Welfare
6 Commission, (3) the number of piece rate units earned and any applicable
7 piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
8 provided, that all deductions made on written orders of the employee may be
9 aggregated and shown as one item, (5) net wages earned, (6) the inclusive
10 dates of the period for which the employee is paid, (7) the name of the
11 employee and his or her social security number, except that by January 1,
12 2008, only the last four digits of his or her social security number or an
13 employee identification number other than a social security number may be
14 shown on the itemized statement, (8) the name and address of the legal
15 entity that is the employer, and (9) all applicable hourly rates in effect during
16 the pay period and the corresponding number of hours worked at each
17 hourly rate by the employee. The deductions made from payments of wages
18 shall be recorded in ink or other indelible form, properly dated, showing the
19 month, day, and year, and a copy of the statement or a record of the
20 deductions shall be kept on file by the employer for at least three years at the
21 place of employment or at a central location within the State of California.

22

23 (e) An employee suffering injury as a result of a knowing and
24 intentional failure by an employer to comply with subdivision (a) is entitled to
25 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay
26 period in which a violation occurs and one hundred dollars (\$100) per employee
27 for each violation in a subsequent pay period, not exceeding an aggregate penalty
28

1 of four thousand dollars (\$4,000), and is entitled to an award of costs and
2 reasonable attorney's fees.

3

4 (g) An employee may also bring an action for injunctive relief to
5 ensure compliance with this section, and is entitled to an award of costs and
6 reasonable attorney's fees.

7 Cal. Lab. Code § 226.

8 33. Synrgo employed Plaintiff and the Aggrieved Employees, but, in all cases,
9 failed to provide them with the data required by section 226(a) of the California Labor
10 Code. For example, the Synrgo Statements fail to state information concerning "(1) gross
11 wages earned, (2) total hours worked by the employee . . . (5) net wages earned. . .[and]
12 (9) all applicable hourly rates in effect during the pay period and the corresponding
13 number of hours worked at each hourly rate by the employee." Cal. Lab. Code §
14 226(a)(1) to (9). All of the foregoing was intentional misconduct of Synrgo that injured
15 Plaintiff and put the Aggrieved Employees insofar as they were subjected to confusion
16 and deprived of information to which they were legally entitled. As the wage statements
17 failed to account for accrued but unpaid overtime and accrued but unpaid wages owing
18 on account of Defendant's failure to pay proper overtime and the wage statements do not
19 provide the an accurate statement of gross and net wages earned.

20 34. Plaintiff has requested authorization from the California Labor and
21 Workforce Development Agency ("LWDA") to collect civil penalties against Defendant
22 under the Private Attorneys General Act ("PAGA"), California Labor Code section 2698
23 *et seq.*, on behalf of herself and other former and current aggrieved employees.

24 35. At all relevant times, section 2699 of the California Labor Code provided in
25 subpart (a) and subparts (f) through (g):

26 (a) Notwithstanding any other provision of law, any provision of this code that
27 provides for a civil penalty to be assessed and collected by the Labor and
28 Workforce Development Agency or any of its departments, divisions, boards,

1 agencies or employees, for a violation of this code, may, as an alternative, be
2 recovered through a civil action brought by an aggrieved employee on behalf of
3 himself or herself and other current or former employees pursuant to the
4 procedures specified in Section 2699.3.

5

6 (f) For all provisions of this code except those for which a civil penalty is
7 specifically provided, there is established a civil penalty for a violation of
8 these provisions, as follows . . . (2) If, at the time of the alleged violation, the
9 person employs one or more employees, the civil penalty is one hundred
10 dollars (\$100) for each aggrieved employee per pay period for the initial
11 violation and two hundred dollars (\$200) for each aggrieved employee per
12 pay period for each subsequent violation.

13

14 (g)(1) Except as provided in paragraph (2), an aggrieved employee may
15 recover the civil penalty described in subdivision (f) in a civil action
16 pursuant to the procedures specified in Section 2699.3 filed on behalf of
17 himself or herself and other current or former employees against whom one
18 or more of the alleged violations was committed. Any employee who
19 prevails in any action shall be entitled to an award of reasonable attorney's
20 fees and costs, including any filing fee paid pursuant to subparagraph (B) of
21 paragraph (1) of subdivision (a) or subparagraph (B) of paragraph (1) of
22 subdivision (c) of Section 2699.3. Nothing in this part shall operate to limit
23 an employee's right to pursue or recover other remedies available under state
24 or federal law, either separately or concurrently with an action taken under
25 this part.

26 Cal. Lab. Code § 2699.

27 53. More than sixty-five days have passed from the date of Plaintiff's notice to
28

1 the LWDA and Plaintiff has not been notified by the LWDA that it intends to investigate
2 Plaintiff's allegations. Therefore, pursuant to section 2699.3(a)(2)(A), Plaintiff "may
3 commence a civil action pursuant to Section 2699." Cal. Lab. Code § 2699.3(a)(2)(A).
4 Pursuant to section 2698 *et seq.* of the California Labor Code, Plaintiff contends that she
5 is entitled to recover civil penalties against Defendant on behalf of herself and other
6 former or current aggrieved employees for Defendant's violations of the California Labor
7 Code and applicable Industrial Welfare Commission Wage Order. "PAGA actions can
8 serve to *indirectly* enforce certain wage order provisions by enforcing *statutes* that
9 require compliance with wage orders (e.g., § 1198, which prohibits longer work hours
10 than those fixed by wage order or employment under conditions prohibited by a wage
11 order)." Thurman v. Bayshore Transit Mgmt., Inc., 203 Cal. App. 4th 1112, 1132 (2012).

12 36. By underpaying their employees as described above, Synrgo has engaged a
13 decided advantage over competitors that abide by California labor laws. Accordingly,
14 Defendant's failure to pay employees correct overtime and minimum wages, failure to
15 provide proper meal and rest breaks, failure to provide proper wage statements and
16 failure to pay all wages due upon termination constitutes unfair competition. Section
17 17200 *et seq.* of the California Business and Professions Code prohibits such unfair
18 competition.

19 **CLASS-ACTION ALLEGATIONS**

20 37. The class represented by Plaintiff consists of all natural persons who were
21 employed by Defendant Synrgo in California as drivers during the period from four years
22 prior to the filing of this Complaint to the date of the filing of the motion for class
23 certification (the "Class").

24 38. Defendant's failure to pay minimum wages and overtime compensation, as
25 required by sections 510 and 1194 of the California Labor Code, entitles Plaintiff and
26 each Class Member to their unpaid minimum wages and/or overtime compensation, with
27 interest, and liquidated damages in accordance with sections 1194 and 1194.2 of the
28 California Labor Code.

1 39. Defendant's failure to make payments within the time provided by sections
2 201 or 202 of the California Labor Code has been and is "willful" within the meaning of
3 section 203 of the California Labor Code and that, accordingly, Plaintiff and each Class
4 Member who quit or was discharged and was not paid in accordance with the law is
5 entitled to the continuing wages provided for by section 203 of the California Labor
6 Code.

7 40. Defendant's failure to pay wages as provided by section 226.7 of the
8 California Labor Code and the applicable Wage Order entitles each Class Member to
9 payment of such earned but unpaid wages owing on account of failing to provide proper
10 rest and meal periods and an additional hour of pay at the employee's regular rate of
11 compensation for each work day that the proper rest and meal periods were not provided,
12 as well as liquidated statutory damages.

13 41. Defendant's practice of failing to maintain accurate payroll and time-
14 keeping records has damaged Plaintiff and Class Members in that they are unable to
15 determine the accurate and proper wages to which they are legally entitled.

16 42. Defendant's failure to reimburse employees for all expenses incurred in the
17 discharge of their duties entitles Plaintiff and Class Members to damages and
18 reimbursement of all such expenses.

19 43. Defendant, as to Plaintiff and each Class Member, also failed to accurately
20 provide the data required by section 226(a) of the California Labor Code and,
21 accordingly, Defendant's failure to provide such data entitles Plaintiff and each Class
22 Member to either actual damages

23 44. The number of persons within the Class is great, believed to be in excess of
24 100 persons. It is, therefore, impractical to join each member of the Class as a named
25 plaintiff. Accordingly, utilization of a class action is the most economically feasible
26 means of determining the merits of this litigation.

27 45. Despite the numerosity of the members of the Class, membership within the
28 Class is readily ascertainable through an examination of the records which the Defendant

1 is required by law to keep and which they have kept. Likewise, the dollar amounts owed
2 to Plaintiff and to each putative member of the Class are readily ascertainable by an
3 examination of the same records.

4 46. The Class is proper insofar as common questions of fact and of law
5 predominate over individual issues regarding the money owed to each employee.

6 47. There is a well-defined community of interest in the questions of law and
7 fact common to the Class. The key questions are the same for each Class member:

8 (a) Whether Defendant failed to pay Plaintiff and Class Members for all hours
9 worked?

10 (b) Whether Defendant's failure to pay Plaintiff minimum wage and/or overtime
11 for all hours worked subjects it to liquidated damages under the California Labor
12 Code.

13 (c) Whether Defendant failed to provide employees with rest and meal breaks.

14 (d) Whether Defendant failed to provide a one-hour wage premium in those
15 instances when employees were not provided with a meal or rest break.

16 (e) Whether Defendant failure to reimburse employees for business related
17 expenses.

18 (f) Whether Defendant's failure to provide accurate itemized wage statements to
19 each and every employee violates section 226.

20 (g) Whether Defendant failed to maintain accurate time-keeping and payroll
21 records.

22 (h) Whether Defendant failure to pay all wages in a timely fashion upon Plaintiff
23 and Class Members' discharge from, or resignation of, employment in violation of
24 sections 201 and/or 202 of the California Labor code.

25 (i) Whether Defendant's conduct constitutes unlawful, unfair, or fraudulent
26 business practices.

27 (i) Whether Defendant's conduct constitutes unfair competition.

28 (j) Whether Plaintiff and Class Members are entitled to equitable relief in the form

1 of restitution for Defendant's violations of the California Labor Code.

2 48. Plaintiff's claims are typical of the claims of the members of the Class,
3 which all arise out of the same general operative facts, i.e., Defendants did not
4 compensate their employees as required by the California Labor Code and applicable
5 Wage Order. Plaintiff has no conflict of interest with the other members of the Class and
6 are able to fairly and adequately represent the interests of the class.

7 49. A class action is a far superior method for the fair and efficient adjudication
8 of this controversy for a number of reasons. First, the persons within the Class are
9 numerous and joinder of all of them is impractical. Second, the disposition of all claims
10 of the members of the Class in a class action rather than in individual actions will benefit
11 both the parties and the court. In that regard, the claims of each individual member of the
12 Class are too small to litigate individually and the commencement of a hundred or more
13 separate actions in this Court would lead to an undue burden on scarce judicial resources.
14 Further, the alternative of individual proceedings before the Labor Commissioner is
15 impractical inasmuch as that agency has insufficient resources to promptly process such
16 claims and, under the provisions of Labor Code section 98.2, if the individual Class
17 Members were to succeed in obtaining awards in their favor, such awards may be
18 appealed as a matter of right for a *de novo* trial in Superior Court, leading to a
19 multiplicity of such trials in that court. Further, absent class treatment, employees will
20 most likely be unable to secure redress given the time and expense necessary to pursue
21 individual claims and individual class members will likely be unable to retain counsel
22 willing to prosecute their claims on an individual basis given the small amount of
23 recovery available to each individual Class member. As a practical matter, denial of class
24 treatment will lead to denial of recovery to the individual members of the Class.

25 50. The interest of each Class member in controlling the prosecution of his or
26 her individual claim against Defendants is small when compared with the efficiency of a
27 class action.
28

1 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

2 51. On May 28, 2021 Plaintiff gave written notice of Defendant’s violations of
3 various provisions of the California Labor Code as alleged in the Complaint to the Labor
4 and Workforce Development Agency (“LWDA”) via its online system and to the
5 Defendant via certified mail.

6 52. At all relevant times mention herein, section 2699.3 of the California Labor
7 Code provided in pertinent part:

8 (a) A civil action by an Aggrieved Employee pursuant to subdivision (a) or
9 (f) of Section 2699 alleging a violation of any provision listed in Section
10 2699.5 shall commence only after the following requirements have been
11 met:

12 (1)(A) The Aggrieved Employee or representative shall give written notice
13 by online filing to the Labor and Workforce Development Agency and by
14 certified mail to the employer of the specific provisions of this code alleged
15 to have been violated, including the facts and theories to support the alleged
16 violation.

17 . . .

18 (2) (A) The agency shall notify the employer and the Aggrieved Employee
19 or representative by certified mail that it does not intend to investigate the
20 alleged violation within 60 calendar days of the postmark date of the notice
21 received pursuant to paragraph (1). Upon receipt of that notice or if no
22 notice is provided within 65 calendar days of the postmark date of the notice
23 given pursuant to paragraph (1), the Aggrieved Employee may commence a
24 civil action pursuant to Section 2699.

25 Cal. Lab. Code §2699.3 Sixty Five (65) calendar days of the May 28, 2021 postmark date
26 of the notice sent by Plaintiff has passed and Plaintiff may now “commence a civil action
27 pursuant to Section 2699.” Cal. Lab. Code §2699.3(a)(2)(A).
28

53. The Aggrieved Employees to be represented by Plaintiff include all natural persons who were employed by Defendant in California as drivers for it during the period from one year prior to the filing of the Complaint to the date of the filing of a motion for summary adjudication of the claims or trial of this case (the “Aggrieved Employees”).

54. The number of Aggrieved Employees is presently unknown yet believed to be in excess of 100 persons.

55. The identity of the Aggrieved Employees is readily ascertainable through an examination of the records which the Defendant is required by law to keep and which it has kept. Likewise, the civil penalties owed to the State of California, Plaintiff, and to each Aggrieved Employee is readily ascertainable by an examination of the same records. Plaintiffs seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in Arias v. Superior Court, 46 Cal. 4th 969 (2009). Therefore, class certification of the PAGA claims is not required.

FIRST CAUSE OF ACTION

(Cal. Lab. Code §§ 510 and 1194, Failure to Pay Minimum Wage and Overtime) (On
Behalf of Plaintiff and Class Against Defendant Synrgo)

56. Plaintiff realleges and incorporates herein by reference the allegations contained in this Complaint as though fully set forth herein.

57. Defendant, by failing to pay Plaintiff and the Class Members at least minimum wage and/or overtime compensation for all of their hours worked, has violated sections 510 and 1194 of the California Labor Code.

58. Plaintiff and the Class Members are, accordingly, entitled to recovery of the unpaid balance of the full amount of their unpaid minimum wage and/or overtime compensation, including interest thereon, reasonable attorneys' fees and costs of suit, in accordance with section 1194(a) of the California Labor Code.

59. Plaintiff and the Class Members are also entitled to liquidated damages in accordance with section 1194.2 of the California Labor Code.

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60. Plaintiff realleges and incorporates herein by reference the allegations contained in this Complaint as though fully set forth herein.

62. As a direct and proximate result of Defendant's failure to maintain payroll records, Plaintiff suffered actual economic harm as they have been precluded from accurately monitoring the number of hours worked and thus seeking all accrued pay. Additionally, as a result of Defendant failing to maintain accurate payroll records and falsifying the time employees spent allegedly taking a 30-minute meal break, Plaintiff and Class Members were unable to readily determine those instances when they were entitled to a one-hour wage premium.

THIRD CAUSE OF ACTION

64. Plaintiff realleges and incorporate herein by reference the allegations contained in this Complaint as though fully set forth herein.

66. Because Defendant failed to properly provide the required rest periods, it is liable to Plaintiff and other Class Members for one hour of additional pay at the

1 regular rate of compensation for each workday that the proper rest periods were not
2 provided, pursuant to Labor Code section 226.7, the California Code of Regulations
3 section 11090 and ICW Wage Order number 9, for the period of time from the four years
4 prior to the filing of the Complaint to date.

5 67. Plaintiffs and the Class request relief as described below.

6 **FOURTH CAUSE OF ACTION**

7 (Failure to Provide Adequate Meal Periods, California Labor Code §§ 226.7 and 512 and
8 IWC Wage Order 9) (On Behalf of Plaintiff and Class Against Defendant Synrgo)

9 68. Plaintiff realleges and incorporate herein by reference the allegations
10 contained in this Complaint as though fully set forth herein.

11 69. At all times herein relevant, section 226.7 of the California Labor Code and
12 8 California Code of Regulations section 11090 provided that employees must receive a
13 meal period of not less than thirty minutes before working more than five hours per day.

14 70. Because Defendant failed to provide the required meal breaks to Plaintiff
15 and other Class Members, it is liable to them for one hour of additional pay at the regular
16 rate of compensation for each workday that the proper meal periods were not provided,
17 pursuant to Labor Code sections 226.7 and 512 and 8 California Code of Regulations
18 section 11090, for the period of time from the four years prior to the filing of the
19 Complaint to date.

20 71. Plaintiff and the Class Members request relief as described below.

21 **FIFTH CAUSE OF ACTION**

22 (California Labor Code § 203, Continuing Wages)

23 (On Behalf of Plaintiff and Class Against Defendant Synrgo)

24 72. Plaintiff realleges and incorporates herein by reference the allegations
25 contained in this Complaint as though fully set forth herein.

26 73. Plaintiff's employment was terminated, but she was not provided her wages
27 within the time provided by sections 201 and/or 202 of the California Labor Code,
28 despite Defendant's knowledge of its obligation to do so. Defendant's actions were

1 “willful” within the meaning of section 203 of the California Labor Code.

2 74. Plaintiff and each Class Member who was discharged or quit, are therefore
3 entitled to continuing wages from the date on which their final wages were due until the
4 date on which Defendant makes payment of the wages, not to exceed thirty days.

5 **SIXTH CAUSE OF ACTION**

6 (Failure to Reimburse Business Expenses, California Labor Code § 2802)

7 (On Behalf of Plaintiff and Class Against Defendant Synrgo)

8 75. Plaintiff realleges and incorporates herein by reference the allegations
9 contained in this Complaint as though fully set forth herein.

10 76. California Labor Code section 2802 requires employers to fully reimburse
11 employees for all work-related expenses the employees incur while performing work
12 related duties. California Labor Code section 2804 prohibits employees from waiving
13 their rights to full reimbursement for work-related expenses.

14 77. During the course of their employment with Defendant, Plaintiff and Class
15 Members were required to utilize their personal vehicles to make deliveries to
16 Defendant’s customers. Defendant failed to reimburse Plaintiff and Class Members for
17 all expenses incurred in discharging their duties, including proper mileage
18 reimbursement. Plaintiff and Class Members are entitled to be reimbursed for all
19 expenses incurred in discharging the duties of their employment.

20 78. Plaintiff and Class Members are entitled to full reimbursement according to
21 proof, and attorneys fees and litigation costs as set forth in California Labor Code section
22 2802.

23 **SEVENTH CAUSE OF ACTION**

24 (Failure to Provide Information on Pay Stubs, California Labor Code § 226

25 On Behalf of Plaintiff and the Class against Defendant Synrgo)

26 79. Plaintiff realleges and incorporates herein by reference the allegations
27 contained in this Complaint as though fully set forth herein.
28

80. Defendant failed to provide Plaintiff and the other members of the Class with wage statements conforming to the requirements of section 226(a) of the California Labor Code. For example, the Wage Statements fail to state information concerning “(1) gross wages earned, (2) total hours worked by the employee, (5) net wages earned. . . [and] (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.” Cal. Lab. Code § 226(a)(1), (2), (5) and (9).

81. Defendant's failure to provide proper wage statements violates section 226(a) of the California Labor Code insofar as Plaintiff and members of the Class have not received data that accurately sets forth the information delineated in section 226(a) with respect to how much pay they received for hours worked. The failure to identify required data such as gross and net wages earned, total hours worked and all applicable hourly rates in effect and the corresponding hours worked at each hourly rate caused Plaintiff and other members of the putative Class injury by depriving them of information to which they are legally entitled.

82. Accordingly, Plaintiff as well as members of the Class are entitled to damages in the amount of at least \$50, or damages in an amount according to proof and costs and reasonable attorney's fees in accordance with the provisions of California Labor Code section 226(e).

EIGHTH CAUSE OF ACTION

(Failure to Provide Employment Records Upon Request, California Labor Code § 226)

(On Behalf of Plaintiff Against Defendant Synrgo)

83. Plaintiff realleges and incorporates herein by reference the allegations contained in this Complaint as though fully set forth herein.

84. Pursuant to Labor Code section 226(b), an employer shall afford current and former employees the right to inspect or copy the records pertaining to that current or former employee, upon reasonable request to the employer.

1 85. Plaintiff has requested that Defendant Synrgo permit inspection or copying
2 of her employment records pursuant to Labor Code section 226(b). Defendant ACC has
3 failed to provide Plaintiff with an opportunity to inspect or copy all employment records
4 required to be provided by statute within 21 days of her request.

5 86. Pursuant to Labor Code section 226(f) and (g), Plaintiff is entitled, and
6 hereby seeks to recover from Defendant Synrgo a seven-hundred-fifty dollar (\$750)
7 penalty, reasonable attorney's fees, and the cost of bringing this cause of action.

8 **NINTH CAUSE OF ACTION**

9 (Failure to Provide Employment Records Upon Request, California Labor Code §
10 1198.5) (On Behalf of Plaintiff Against Defendant Synrgo)

11 87. Plaintiff realleges and incorporates herein by reference the allegations
12 contained in this Complaint as though fully set forth herein.

13 88. Pursuant to Labor Code section 1198.5 "has the right to inspect and receive
14 a copy of the personnel records that the employer maintains relating to the employee's
15 performance or to any grievance concerning the employee." Cal. Lab. Code § 1198.5.

16 89. Plaintiff has requested that Defendant Synrgo permit inspection or copying
17 of her employment records pursuant to Labor Code section 1198.5. Defendant Synrgo has
18 failed to provide Plaintiff with an opportunity to inspect or copy all employment records
19 required to be provided by statute within 30 days of her request.

20 90. Pursuant to Labor Code section 1198.5(k) Plaintiff is entitled, and hereby
21 seeks to recover from Defendant Synrgo a seven-hundred-fifty dollar (\$750) penalty,
22 reasonable attorney's fees, and the cost of bringing this cause of action.

23 **TENTH CAUSE OF ACTION**

24 (Restitution, California Business and Professions Code §§ 17200, et seq.) (On Behalf of
25 Plaintiff Against Defendant Synrgo)

26 91. Plaintiff realleges and incorporates herein by reference the allegations
27 contained in this Complaint as though fully set forth herein.
28

1 92. Plaintiff is suing both in her individual capacity and on behalf of the general
2 public, and she is proper representatives because they have suffered direct harm from the
3 illegal business practices herein alleged.

4 93. Beginning at an exact date unknown to Plaintiff, Defendant has committed
5 acts of unfair business practice as defined in California Business and Professions Code
6 section 17200 *et seq.* by engaging in the following acts and practices: (1) failing to
7 provide minimum wage and/or overtime compensation to its employees in accordance
8 with sections 510 and 1194 of the California Labor Code; (2) failing to provide lawful
9 wage statements to employees; (3) failing to pay its discharged employees in accordance
10 with sections 201, 202, and 203 of the California Labor Code; (4) failing to maintain
11 accurate time recording and payroll records; (5) failing to reimburse employees for
12 business-related expenses; and (6) failing to provide employees with meal and rest
13 breaks as required by California law and the applicable Wage Order.

14 94. The acts and practices as described in the paragraph above violate Business
15 and Professions Code section 17200 *et seq.* in the following respects:

16 (a) Defendant's policy and practice of failing to pay its employees minimum
17 wage and overtime compensation violates sections 510 and 1194 of the
18 California Labor Code and, consequently, constitutes an unlawful business
19 act or practice within the meaning of Business and Professions Code section
20 17200 *et seq.*;

21 (b) Defendant's policy and practice of failing to pay its discharged or
22 quitting employees at the times mandated by sections 201 and 202 of the
23 California Labor Code constitutes an unlawful business act or practice
24 within the meaning of Business and Professions Code section 17200 *et seq.*;

25 (c) Defendant's policy and practice of failing to maintain accurate time
26 recording and payroll records in violation of section 1174 of the California
27 Labor Code and IWC Wage Order 9 constitutes an unlawful business act or
28 practice within the meaning of Business and Professions Code section 17200

1 *et seq.*;

2 (d) Defendant's policy and practice of failing to reimburse employees for
3 business-related expenses in violation of section 2802 of the California
4 Labor Code constitutes an unlawful business act or practice within the
5 meaning of Business and Professions Code section 17200 *et seq.*; and

6 (e) Defendant's policy and practice of failing to provide employees with
7 lawful wage statements as required by California law constitutes an unlawful
8 business act or practice within the meaning of Business and Professions
9 Code section 17200 *et seq.*;

10 (f) Defendant's policy and practice of failing to provide employees with
11 meal and rest breaks as required by California law and the applicable Wage
12 Order constitutes an unlawful business act or practice within the meaning of
13 Business and Professions Code section 17200 *et seq.*

14 95. Under section 17200 *et seq.* of the Business and Professions Code, this
15 Court is authorized to enter such judgment or order as may be necessary to restore to any
16 person in interest the money or property acquired by Defendant through its unlawful and
17 unfair business practices.

18 96. Plaintiff and the Class Members are, therefore, entitled to a judgment of this
19 Court requiring Defendant to pay to Plaintiff and each identifiable Class Member the
20 unpaid compensation and continuing wages, to which such individuals were and are
21 entitled but which have been denied them by reason of Defendant's conduct alleged
22 herein.

23 97. In other words, Plaintiff and the Class Members are entitled to restitution of
24 their unpaid minimum wage and overtime compensation and continuing wages, as such
25 funds should be distributed to the individuals who are rightfully entitled to such monies.

26 98. The named Plaintiff is a proper person to bring this litigation as a
27 "representative action" to compel restitution. The named Plaintiff is a person who has
28 suffered damage as a result of the unlawful actions of Defendant herein alleged. The

1 actions of Defendant herein alleged are in violation of various statutes and in
2 contravention of established public policy, and, accordingly, a court order compelling it
3 to cease and desist from such actions and to make restitution is a vindication of an
4 important public right. The extent to which Defendant has been unjustly enriched as a
5 result of its unlawful and unfair business practices is a matter that can be ascertained by
6 examination of the payroll and accounting records that Defendant Synrgo is required by
7 law to keep and maintain and that Defendant has kept and maintained.

8 99. The identity of the persons to whom restitution should be made is a matter
9 that can be ascertained from those records that Defendant Synrgo is required by law to
10 keep and maintain and that it has kept and maintained.

11 100. Plaintiff's efforts in securing the requested relief will result "in the
12 enforcement of an important right affecting the public interest," as "a significant benefit,
13 whether pecuniary or nonpecuniary, [will] be[] conferred on . . . a large class of persons."
14 Cal. Civ. Proc. Code § 1021.5. Moreover, because "the necessity and financial burden of
15 private enforcement . . . are such as to make [an attorney's fee] award appropriate, and
16 [because attorney's] fees should not in the interest of justice be paid out of the recovery,
17 if any," *id.*, Plaintiff requests that the Court also award reasonable attorney's fees
18 pursuant to the provisions of section 1021.5 of the California Code of Civil Procedure.

19 101. Pursuant to section 17205, the remedies and penalties provided by section
20 17200 *et seq.* are cumulative to the remedies and penalties available under all other laws
21 of this state.

22 **ELEVENTH CAUSE OF ACTION**

23 (Civil Penalties Pursuant to California Labor Code § 2698 *et seq.*) (On Behalf of
24 Plaintiff and Aggrieved Employees and Against Defendant Synrgo)

25 102. Plaintiff repeats and re-alleges the preceding paragraphs as if fully set forth
26 herein.

27 103. Plaintiff is an "aggrieved employee" under PAGA, as she was employed by
28 Defendant during the applicable statutory period and suffered one or more of the Labor

1 Code Violation set forth herein. Accordingly, she seeks to recover on behalf of herself,
2 the California Labor and Workforce Development Agency (“LWDA”) and all other
3 current and former Aggrieved Employees of Defendant, the civil penalties for which
4 provision is made by PAGA, as well as reasonable attorney’s fees and costs.

5 104. Pursuant to section 2699.3(a)(1) of the Labor Code, on or about May 28,
6 2021, Plaintiff gave written notice by online filing to the LWDA of the specific
7 provisions of the Labor Code and IWC Wage Order alleged to have been violated,
8 including the theories set forth in this Complaint. Also on that day, Plaintiff gave written
9 notice by certified mail to Defendant of the specific provisions of the Labor Code and
10 IWC Wage Ordinances alleged to have been violated by Defendant. Under PAGA, “[t]he
11 agency shall notify the employer and the aggrieved employee or representative by
12 certified mail that it does not intend to investigate the alleged violation within 60 calendar
13 days of the postmark date of the notice received pursuant to paragraph (1). Upon receipt
14 of that notice or if no notice is provided within 65 calendar days of the postmark date of
15 the notice given pursuant to paragraph (1), the aggrieved employee may commence a
16 civil action pursuant to Section 2699.” Cal. Lab. Code § 2699.3(a)(2)(A). More than 65
17 calendar days have passed since PAGA notice was sent by Plaintiff, and Plaintiff
18 therefore may commence a civil action pursuant to Section 2699.

19 105. Plaintiff seeks to recover the PAGA civil penalties through a representative
20 action permitted by PAGA and the California Supreme Court in Arias v. Superior Court,
21 46 Cal. 4th 969 (2009). Therefore, class certification of the PAGA claims is not required.

22 106. Plaintiffs seek civil penalties pursuant to PAGA for violations of the
23 following Labor Code provisions: sections 201, 202, 203, 204, 226, 226.7, 510, 512,
24 1174, 1198.5, 1194 and 2802.

25 **PRAYER FOR RELIEF**

26 **WHEREFORE**, Plaintiff prays judgment as follows:

27 1. Certification of Plaintiff’s claims as a class action, pursuant to Code of Civil
28 Procedure section 382, on behalf of the proposed class.

1 2. That, with respect to the First Cause of Action, the Court enter judgment in
2 favor of Plaintiff and Class Members and against Defendant for payment of unpaid
3 minimum waegs and/or overtime compensation, interest thereon, liquidated damages, and
4 reasonable attorneys' fees and costs of suit, according to proof.

5 3. That, with respect to the Second Cause of Action, the Court enter judgment
6 in favor of Plaintiff and Class Members for damages, reasonable attorney's fees and costs
7 of suit.

8 4. That, with respect to the Third Cause of Action, the Court enter judgment in
9 favor of Plaintiff and Class Members and award an additional hour of pay for each
10 workday for which a rest period was not properly taken, reasonable attorney's fees and
11 costs of suit.

12 5. That, with respect to the Fourth Cause of Action, the Court enter judgment
13 in favor of Plaintiff and Class Members and award an additional hour of pay for each
14 workday for which a meal period was not properly taken, reasonable attorney's fees and
15 costs of suit.

16 6. That, with respect to the Fifth Cause of Action, the Court enter judgment in
17 favor of Plaintiff and Class Members and find that the failure of Defendant to make
18 payment of wages within the time prescribed by sections 201 and/or 202 of the California
19 Labor Code was "willful" within the meaning of section 203 of the California Labor
20 Code and that this Court award Plaintiff and Class Members continuing wages according
21 to proof.

22 7. That, with respect to the Sixth Cause of Action, the Court enter judgment in
23 favor of Plaintiff and Class Members for all unreimbursed business expenses, interest,
24 reasonable attorney's fees and costs according to proof.

25 8. That, with respect to the Seventh Cause of Action, this Court enter judgment
26 in favor of Plaintiff and the Class members and against Defendant Synrgo. That judgment
27 be entered in favor of Plaintiff in an amount according to proof, and costs and reasonable
28 attorneys' fees in accordance with the provisions of California Labor Code section

226(e). That judgment be entered in favor of putative Class members in an amount according to proof, and costs and reasonable attorneys' fees in accordance with the provisions of California Labor Code section 226(e).

9. That, with respect to the Eighth Cause of Action, Plaintiff be awarded the statutory penalties provided by Labor Code section 226(b) in the amount of \$750 and for reasonable attorneys' fees and costs of suit pursuant to Labor Code section 226(f) and (g) against Defendant.

10. That, with respect to the Ninth Cause of Action, Plaintiff be awarded the statutory penalties provided by Labor Code section 1198.5(k) in the amount of \$750, as well as injunctive relief to obtain compliance, and for reasonable attorneys' fees and costs of suit against Defendant.

11. That, with respect to the Tenth Cause of Action, the Court enter judgment in favor of Plaintiff and Class Members and that it be adjudged that Defendant's violations of the California Labor Code and the applicable Wage Order violated section 17200 *et seq.* of the California Business and Professions Code. Accordingly, Plaintiff requests that the Court order Defendant to pay restitution to Plaintiff and Class Members. Plaintiff also requests that the Court award Plaintiff her reasonable attorney's fees and costs incurred in the prosecution of the Ninth Cause of Action pursuant to section 1021.5 of the California Code of Civil Procedure.

12. That, with respect to the Eleventh Cause of Action, the Court enter judgment in favor of Plaintiff, the State of California and other aggrieved former and current employees, and award civil penalties, attorney's fees and costs of suit, all according to proof, pursuant to section 2699 of the Labor Code, against Defendant.

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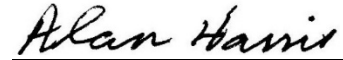
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1 13. For such other and further relief as this Court may deem fit and proper.

2
3 DATED: August 6, 2021

HARRIS & RUBLE

4 

5 Alan Harris

6 *Attorney for Plaintiff*

7
8 **REQUEST FOR JURY TRIAL**

9 Plaintiff requests a trial by jury as to all causes of action.

10 DATED: August 6, 2021

HARRIS & RUBLE

11 

12 Alan Harris

13 *Attorney for Plaintiff*