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County of Alameda

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SUPERIOR STATE OF CALIFORNIA

COUNTY OF ALAMEDA

TYWANA PAULK, on behalf of the State
of California and Aggrieved Employees,

Plaintiff(s),

vs.

GOBRANDS, INC., a Delaware
Corporation; GBL CALIFORNIA, LLC, a
Delaware Limited Liability Company and
GB LOGISTICS LLC d/b/a GOPUFF
LOGISTICS LLC, a Delaware Limited
Liability Company

Defendants.

Case No. **22CV007331**

**COMPLAINT FOR PENALTIES PURSUANT
TO SECTIONS 2699(a) and (f) OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Plaintiff Tywana Paulk (“Plaintiff”), on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff Tywana Paulk brings this enforcement action against GoBrands, Inc., a
5 Delaware Corporation (“GoBrands”), GBL CALIFORNIA, LLC, a Delaware Limited Liability
6 Company (“GBL California”) and GB Logistics LLC d/b/a Gopuff Logistics LLC, a Delaware
7 Limited Liability Company, (“GB Logistics”) (collectively and “Defendant(s)”) on behalf of the
8 State of California to collect statutory penalties as a result of Defendants’ systematic violations of
9 California labor law with respect to Defendants’ non-exempt hourly workers employed in California
10 (the “Aggrieved Employees”).

11 2. Plaintiff and the alleged Aggrieved Employees are all current and former similarly
12 situated workers who Defendants misclassified as independent contractors, including but not limited
13 to Delivery Partners and others with similar job duties in California.

14 3. Plaintiff and Aggrieved Employees bring this action to challenge Defendants’
15 policies and practices (1) failing to compensate Plaintiff and Aggrieved Employees for all hours
16 worked; (2) failing to pay Plaintiff and Aggrieved Employees all minimum wages owed; (3) failing
17 to pay Plaintiff and Aggrieved Employees all overtime and/or double time wages owed; (4) failing
18 to make available, authorize, and/or permit Plaintiff and Aggrieved Employees to take timely and
19 compliant meal and rest periods to which they are entitled by law and failing to make premium
20 payments for those non-compliant meal and rest periods; (6) failing to provide Plaintiff and
21 Aggrieved Employees accurate, itemized wage statements; (7) failing to compensate piece rate
22 workers for rest and recovery periods and other nonproductive time, and/or to provide compliant
23 itemized wage statements for rest and recovery periods and other nonproductive time; (8) failing to
24 reimburse Plaintiff and Aggrieved Employees for all necessary expenditures incurred in direct
25 consequence of the discharge of their duties (9) unlawful gratuity deductions and (9) misclassifying
26 Plaintiff and Aggrieved Employees as independent contractors instead of employees.

27 4. Defendants fail to not only provide legally compliant meal and rest breaks, but also
28 to properly compensate Plaintiff and Aggrieved Employees for non-compliant meal and rest

1 periods. Defendants fail to both compensate Plaintiff and Aggrieved Employees for the time spent
2 working during missed meal periods and also fail to make premium payments for each missed meal
3 or rest period, as required by law. Plaintiff and Aggrieved Employees regularly work eight, ten or
4 more hours a day yet are constantly required to work through both their first and second meal
5 periods.

6 5. Defendants' failure to compensate Plaintiff and Aggrieved Employees for work
7 performed during their meal periods results in a failure to pay for all time Plaintiff and Aggrieved
8 Employees spend working for Defendants' benefit, including at minimum wage, overtime, and/or
9 double time under California law.

10 6. Defendants also fail to reimburse Plaintiff and Aggrieved Employees for all business
11 expenses incurred while on the job. Plaintiff and Aggrieved Employees must use their personal
12 cellphones for work-related communications, as well as paying for metered parking, vehicle repair
13 and upkeep. Defendant also do not reimburse Plaintiff and Aggrieved employees mileage for using
14 their personal vehicles at the legally-required rate. Defendants fail to reimburse Plaintiff and
15 Aggrieved Employees for such "out-of-pocket" business expenses in violation of Labor Code
16 Section 2802.

17 7. Defendants unlawfully collect, take, or receive gratuities or a part thereof that is paid,
18 given to, or left for Plaintiff Aggrieved Employees by customers, unlawfully deduct amounts from
19 wages due to Plaintiff and Aggrieved Employees on account of a gratuity, and/or require Plaintiff
20 and Aggrieved Employees to credit the amount, or any part thereof, of a gratuity against and as a
21 part of the wages due to them in violation of Labor Code § 351. Defendants provide Aggrieved
22 Employees with a base pay amount for each delivery. Customers are given the option to provide
23 Aggrieved Employees with a tip and/or gratuity. When a customer provides an Aggrieved
24 Employees with a gratuity, Defendants unlawfully use all or a portion of the gratuity to offset the
25 Aggrieved Employee's base pay amount. In this way, Defendants unlawfully deny Aggrieved
26 Employees the gratuities that are paid to them by customers in violation of California Labor Code
27 § 351.

8. As a result of the above violations, Defendants fail to maintain true and accurate records of the hours Plaintiff and Aggrieved Employees actually work, and also fails to pay all wages due during employment and upon separation within the required time period.

9. In addition, Defendants willfully misclassify Plaintiff and Aggrieved Employees as independent contractors to circumvent California wage and hour laws. Defendants' willful misclassification of Plaintiff and Aggrieved Employees results in substantial violations of California laws.

10. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable attorneys' fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code Private Attorneys General Act ("PAGA").

PARTIES

11. Plaintiff is an individual over the age of eighteen, and at all times mentioned in this Complaint was a resident of the State of California.

12. Aggrieved Employees are current and former hourly non-exempt employees of Defendants, including but not limited to Delivery Partners or “Drivers,” and other employees with similar job duties, in California, including, other employees responsible for picking up delivery orders from Defendants’ warehouses and delivering those orders to customers in the surrounding area.

13. Plaintiff is informed, believes, and thereon alleges that GoBrands does business as “GoPuff” and is part of the consumer goods and food delivery industry. GoBrands is a Delaware corporation headquartered in Philadelphia, Pennsylvania. GoBrands operates in over 650 cities across the United States through approximately 500 microfulfillment centers. GoBrands primarily delivers goods typically found in convenience stores such as snacks, drinks, household items, toiletries as well as pet and baby products like diapers. Beer, wine, and spirits are also available for delivery in some markets. GoBrands is registered in the State of California and does business in the State of California. GoBrands employs thousands of workers and conducts extensive activities in the State of California.

1 14. Plaintiff is informed, believes, and alleges that GBL California, LLC is also part of
2 the consumer goods and food delivery industry. GBL is a Delaware corporation headquartered in
3 Philadelphia, Pennsylvania. GBL manages the logistical aspects of GoBrands' delivery service in
4 California, connecting Delivery Partners with customers seeking deliveries of products of GoBrands
5 and its affiliates. Delivery Partners must sign an Agreement with GBL to begin making deliveries
6 for GoBrands. GBL is registered in the State of California and does business in the State of
7 California. GBL employs thousands of workers and conducts extensive activities in the State of
8 California.

9 15. Plaintiff is informed, believes, and alleges that GB Logistics, LLC is also part of the
10 consumer goods and food delivery industry. GB Logistics is a Delaware corporation headquartered
11 in Philadelphia, Pennsylvania. GB Logistics manages the logistical aspects of GoBrands' delivery
12 service outside of California, connecting Delivery Partners with customers seeking deliveries of
13 products of GoBrands and its affiliates. Delivery Partners must also sign an Age-Restricted Product
14 Delivery Service Agreement provided by GB Logistics in order to deliver alcoholic beverages and
15 tobacco products for GoBrands. GB Logistics does business in the State of California. GB Logistics
16 employs thousands of workers and conducts extensive activities in the State of California.

17 16. At all times herein relevant, Defendants, and each of them, were the agents, partners,
18 joint venturers, representatives, servants, employees, successors-in-interest, co-conspirators and
19 assigns, each of the other, and at all times relevant hereto were acting within the course and scope
20 of their authority as such agents, partners, joint venturers, representatives, servants, employees,
21 successors, co-conspirators and assigns, and that all acts or omissions alleged herein were duly
22 committed with the ratification, knowledge, permission, encouragement, authorization and consent
23 of each defendant designated herein.

24 17. Defendants employ(ed) Plaintiff and Aggrieved Employees because Defendants,
25 directly or indirectly, control the employment terms, pay practices, timekeeping practices, and daily
26 work of Plaintiff and Aggrieved Employees. Defendants are "employer[s]" as that term is used in
27 the Labor Code and IWC Wage Orders.
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1 18. At all relevant times, Defendants have done business under the laws of the California,
2 have had places of business in California, including in this judicial district, and have employed
3 Aggrieved Employees in this judicial district. At all relevant times, Defendants are “persons” as
4 defined in Cal. Lab. Code § 18 and Cal. Bus. & Prof. Code § 17201. Defendants are also
5 “employers” within the meaning of the Labor Code and IWC Wage Orders.

6 19. Defendants will hereinafter collectively be referred to as “Defendants” or “GoPuff.”

7 **JURISDICTION AND VENUE**

8 20. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393(a) and/or
9 395.5. Defendants conduct business and employ Aggrieved Employees in this County, and therefore
10 the liability and the cause of some part of the cause arose in this County.

11 21. This Court has jurisdiction over Plaintiff’s claims for penalties pursuant to the PAGA.
12 The Court also has jurisdiction over Defendants because they are companies authorized to do
13 business in the State of California, and because Defendants do in fact do business and employ
14 workers in the State of California.

15 **FACTUAL ALLEGATIONS**

16 22. GoPuff is a delivery company that lets consumers order and quickly receive a host of
17 convenience items through its smartphone application, including college essentials, party supplies,
18 alcohol, snacks, frozen foods, and household goods. To do this, GoPuff contracts with Plaintiff and
19 the other Aggrieved Employees as Drivers to deliver packages to people in their local area. The
20 Drivers sign up with GoPuff directly to provide these services and report to centralized warehouses
21 where they have wait to start receiving orders. Indeed, Drivers are required to show up at the
22 warehouses at the start of their official shifts because all deliveries come from the warehouses instead
23 of restaurants or stores. Once they pick up the order at the warehouse, GoPuff directs them where
24 they have to deliver the items. Once they’re finished with a delivery, they report back to the
25 warehouse and the process starts over again until they’re finished with their shift.

26 23. The Drivers work on set shifts, have no ability to reject or select orders, and report to
27 direct supervisors who are in charge of their work and what assignments they receive. Drivers can
28 also be terminated if they miss a single shift or if they do not work the entirety of their pre-set shift.

1 24. Applicants can sign up to be a driver through the GoPuff app or its website.
2 Applicants must be at least 21 years old, have a valid U.S. driver's license, have a working vehicle,
3 maintain vehicle insurance and registration, own a smartphone in order to receive orders, and be
4 willing and able to pass a pre-paid alcohol delivery training course.

5 25. GoPuff has the authority to hire and terminate Plaintiff and the other Aggrieved
6 Employees; to set work rules and conditions governing Plaintiff and the other Aggrieved
7 Employees; and to supervise their daily employment activities.

8 26. GoPuFF directly hired and paid wages and benefits to Plaintiff and the other
9 Aggrieved Employees

10 27. GoPuff classifies all Drivers as independent contractors. As such, it does not provide
11 them with meal breaks, rest breaks, minimum wage, overtime, accurate itemized wage statements,
12 benefits, reporting time pay, timely wages during and after employment, reimbursement for
13 mileage and/or gas, or any other basic protection afforded to employees.

14 28. GoPuff's Drivers are misclassified because they are under the control and direction
15 of GoPuff in connection with the performance of their work, perform work that is part of the usual
16 course of GoPuff's business, and are not customarily engaged in an independently established
17 trade, occupation, or business in the same nature of the work performed for GoPuff. Defendants
18 employed Plaintiff and the other Aggrieved Employees as Drivers and willfully misclassified them
19 as independent contractors.

20 29. GoPuff willfully misclassifies its Drivers as independent contractors to deprive them
21 of fundamental employment rights, such as the right to minimum wages, the right to overtime, the
22 right to mandated meal breaks, the right to mandated rest breaks, the right to premium wages for
23 missed meal and rest breaks, the right to accurate itemized wage statements, the right to the prompt
24 payment of full wages within time limits designated by law, and the right to be reimbursed for
25 necessary business expenses.

26 30. In addition to the misclassification issues, Drivers are contractually guaranteed to
27 make an hourly rate depending on a variety of factors. When a package is delivered, customers are
28 given the option of tipping their driver. However, GoPuff counts tips toward meeting the minimum

1 hourly guarantee. Thus, the bigger the tip, the less GoPuff has to pay its Drivers. The only way a
2 driver can earn more than the minimum hourly guarantee is for a customer to tip more than the
3 minimum hourly guarantee. If that occurs, GoPuff pays the driver nothing.

4 31. This pay scheme violates Labor Code section 351 which states that “no employer or
5 agent shall collect, take, or receive any gratuity or a part thereof that is paid, given to, or left for an
6 employee by a patron, or deduct any amount from wages due an employee on account of a gratuity,
7 or require an employee to credit the amount, or any part thereof, of a gratuity against and as a part
8 of the wages due the employee from the employer. Every gratuity is hereby declared to be the sole
9 property of the employee or employees to whom it was paid, given, or left for. An employer that
10 permits patrons to pay gratuities by credit card shall pay the employees the full amount of the
11 gratuity that the patron indicated on the credit card slip, without any deductions for any credit card
12 payment processing fees or costs that may be charged to the employer by the credit card company.
13 Payment of gratuities made by patrons using credit cards shall be made to the employees not later
14 than the next regular payday following the date the patron authorized the credit card payment.”

15 32. The above pay scheme also violates Labor Code Section 353 because it includes
16 customer tips in the minimum hourly guarantee and therefore does not keep accurate records of the
17 Drivers’ tips. It also does not allow driver to access records showing how much they have received
18 in tips.

19 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
20 or should have known that Plaintiff and Aggrieved Employees were entitled to receive certain wages
21 for all work performed, including for overtime compensation.

22 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
23 or should have known that Plaintiff and the other Aggrieved Employees were working over eight
24 (8) hours per day and were entitled to receive certain wages for overtime compensation and that
25 they were not receiving wages for overtime compensation.

26 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged
27 in a uniform policy and systematic scheme of wage abuse against their hourly paid employees,
28 including improper gratuity deductions.

1 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
2 to provide Plaintiff and the other Aggrieved Employees the required rest and meal periods during
3 the relevant time period as required under the Industrial Welfare Commission Wage Orders and/or
4 applicable Labor Codes, thus are entitled to any and all applicable penalties.

5 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
6 or should have known that Plaintiff and the other Aggrieved Employees were entitled to receive all
7 meal periods or payment of one additional hour of pay at Plaintiff's and the other Aggrieved
8 Employees' regular rate of pay when a meal period was missed.

9 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
10 or should have known that Plaintiff and the other Aggrieved Employees were entitled to receive all
11 rest periods or payment of one additional hour of pay at Plaintiff's and the other Aggrieved
12 Employees' regular rate of pay.

13 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
14 or should have known that Plaintiff and the other Aggrieved Employees were entitled to receive all
15 wages owed to them upon discharge or resignation.

16 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
17 or should have known that Plaintiff and the other Aggrieved Employees were entitled to receive
18 complete and accurate wage statements in accordance with California law.

19 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
20 or should have known that they had a duty to compensate Plaintiff and the other Aggrieved
21 Employees pursuant to California law, and that Defendants had the financial ability to pay such
22 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented
23 to Plaintiff and the other Aggrieved Employees that they were properly denied wages, all in order
24 to increase Defendants' profits.

25 42. At all material times set forth herein, Defendants regularly and consistently failed to
26 compensate Plaintiff and the other Aggrieved Employees for all hours worked.

43. At all material times set forth herein, Defendants failed to fully comply with the relevant provision of the Labor Code and the IWC orders to pay overtime wages to Plaintiff and the other Aggrieved Employees.

44. At all material times set forth herein, Defendants failed to fully comply with the relevant provision of the Labor Code and the IWC orders to provide uninterrupted meal and rest periods to Plaintiff and the other Aggrieved Employees.

45. At all material times set forth herein, Defendants regularly and consistently failed to provide complete and accurate wage statements to Plaintiff and the other Aggrieved Employees.

46. At all material times set forth herein, Defendants regularly and consistently failed to pay Plaintiff and the other Aggrieved Employees all wages owed to them upon discharge or resignation.

FIRST CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(a)

(On Behalf of the State of California and Aggrieved Employees)

47. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

48. Cal. Lab. Code § 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.

49. Cal. Lab. Code §§ 201 and 202 require employers to immediately pay wages earned and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after he or she quits, at the latest.

50. Cal. Lab. Code § 203 provides, in relevant part:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employees shall continue as a penalty from the due date thereof at the same rate paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

1 51. Cal. Lab. Code § 256 provides: “The Labor Commissioner shall impose a civil
2 penalty in an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.”

3 52. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
4 Defendant, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved Employees
5 in compliance with Cal. Lab. Code §§ 201-202 in the amounts established by Cal. Lab. Code § 203.

6 53. Cal. Lab. Code § 226(a) provides:

7 Every employer shall, semimonthly or at the time of each payment of wages, furnish
8 each of his or her employees, either as a detachable part of the check, draft, or voucher
9 paying the employee's wages, or separately when wages are paid by personal check or
10 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
11 total hours worked by the employee, except for any employee whose compensation is
12 solely based on a salary and who is exempt from payment of overtime under
13 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
14 Commission, (3) the number of piece-rate units earned and any applicable piece rate
15 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
deductions made on written orders of the employee may be aggregated and shown as
one item, (5) net wages earned, (6) the inclusive dates of the period for which the
employee is paid, (7) the name of the employee and his or her social security number,
(8) the name and address of the legal entity that is the employer, 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.

16 54. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

17 An employee suffering injury as a result of a knowing and intentional failure
18 by an employer to comply with subdivision (a) is entitled to recover the greater of all
19 actual damages or fifty dollars (\$50) for the initial pay period in which a violation
20 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent
pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and
is entitled to an award of costs and reasonable attorney’s fees.

21 55. Cal. Lab. Code § 226.3 provides:

22 Any employer who violates subdivision (a) of Section 226 shall be subject to
23 a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per
24 violation in an initial citation and one thousand dollars (\$1,000) per employee for each
25 violation in a subsequent citation, for which the employer fails to provide the
employee a wage deduction statement or fails to keep the records required in
subdivision (a) of Section 226. The civil penalties provided for in this section are in
addition to any other penalty provided by law.

26 56. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each
27 failure by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees an accurate,
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1 itemized wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by
2 Cal. Lab. Code § 226.3. In addition, Plaintiff seeks penalties in the amount established by Cal. Lab.
3 Code § 226(e)(1), as prayed for herein.

4 57. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each
5 instance of an improper gratuity deduction by Defendants in violation of Labor Code sections 351
6 and 353.

7 58. Labor Code § 226.8(a)(1) prohibits any person or employer to willfully misclassify
8 an individual as an independent contractor.

9 59. Labor Code § 226.8(c) provides:

10 If the Labor and Workforce Development Agency or a court issues a determination
11 that a person or employer has engaged in any of the enumerated violations of
12 subdivision (a) and the person or employer has engaged in or is engaging in a pattern
13 or practice of these violations, the person or employer shall be subject to a civil penalty
14 of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand
dollars (\$25,000) for each violation, in addition to any other penalties or fines
permitted by law.

15 60. Plaintiff seeks civil penalties in the amount established by Labor Code § 226.8(c) for
16 each Defendants' willful misclassification of Plaintiff and Aggrieved Employees as independent
17 contractors.

18 61. Pursuant to Cal. Lab. Code § 2699.3(a)(1) and (2), Plaintiff provided the Labor and
19 Workforce Development Agency ("LWDA") with notice of his intention to file this claim. Sixty-
20 five calendar days have passed without notice from the LWDA. Plaintiff satisfied the administrative
21 prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

22 62. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
23 Employees, and himself as set forth in Cal. Lab. Code § 2699.

24 63. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
25 for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to
26 an award of attorneys' fees and costs as set forth below.

27 64. Wherefore, Plaintiff requests relief as hereinafter provided.
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1 72. Cal. Lab. Code § 1197 provides:

2 The minimum wage for employees fixed by the commission or by any applicable state
3 or local law, is the minimum wage to be paid to employees, and the payment of a lower
4 wage than the minimum so fixed is unlawful. This section does not change the
 applicability of local minimum wage laws to any entity.

5 73. Cal. Lab. Code § 1194 provides, in relevant part:

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

9 74. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 9-2001 require Defendants
10 to authorize, permit, and/or make available timely and compliant meal and rest periods to its
11 employees. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage 4-2001 prohibit employers from
12 employing an employee for more than five hours without a meal period of not less than thirty
13 minutes, and from employing an employee more than ten hours per day without providing the
14 employee with a second meal period of not less than thirty minutes. Unless the employee is relieved
15 of all duty during the thirty-minute meal, the employee is considered "on duty" and the meal period
16 is counted as time worked under the applicable wage orders.

17 75. Defendants' policies and practices result in overtime and double time violations, meal
18 and rest periods violations, and business expenditures reimbursement violations.

19 76. To the extent than any violation alleged herein does not carry penalties under Cal.
20 Lab. Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff
21 and Aggrieved Employees each pay period in which he or she was aggrieved, in the amounts
22 established by Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code §
23 2699(f) for Plaintiff and Aggrieved Employees for violations of Labor Code provisions including,
24 but not limited to, Cal. Lab. Code Sections 204, 226.7, 226.8, 350-356, 510, 512, 1194, 1197, 1198,
25 2802, IWC Wage Order 9-2001, and any other violation alleged herein does not carry penalties
26 under Cal. Lab. Code § 2699(a).

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77. Pursuant to Cal. Lab. Code § 2699.3(a)(1) and (2), Plaintiff has provided the LWDA with notice of his intention to file this claim. Sixty-five calendar days have passed without notice from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

78. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

79. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

80. Wherefore, Plaintiff requests relief as hereinafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

- a. For the Court to declare, adjudge, and decree that Defendants violated the California Labor Code as alleged herein;
- b. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil penalties provided under the PAGA;
- c. For interest as provided by applicable law;
- d. For an award of reasonable attorneys' fees;
- e. For all costs of suit; and
- f. For such other and further relief as this Court deems just and proper.

Dated: February 22, 2022

Respectfully Submitted,

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Eugene Zinovyev
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*Attorneys for Plaintiff on behalf of the State of
California and Aggrieved Employees*

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Dated: February 22, 2022

Respectfully Submitted,



Carolyn H. Cottrell
Ori Edelstein
Eugene Zinovyev
**SCHNEIDER WALLACE
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*Attorneys for Plaintiff on behalf of the State of
California and Aggrieved Employees*