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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ALBERT JOHNSON, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

R&L CARRIERS SHARED SERVICES,
LLC, a limited liability company; R&L
CARRIERS, INC., an Ohio corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 2:22-cv-01619-MCS-JPR
Assigned to the Honorable Mark C. Scarsi

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197);
2. Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code § 226.7);
5. Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802);
6. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
7. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
9. Civil Penalties Under PAGA (Cal. Lab. Code §§ 2699, *et seq.*)

DEMAND FOR JURY TRIAL

PAGA Case No. _____
LWDA-CM-862197-22: 01/11/2022
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Trial Date: Not Set

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

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiff brings this action against Defendants R&L Carriers Shared Services, LLC, R&L Carriers, Inc., and Does 1 through 10 (Defendants are collectively referred to as “Defendants”) for California Labor Code violations and unfair business practices stemming from Defendants’ failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to maintain accurate records of hours worked and meal periods, failure to timely pay all wages to terminated employees, failure to indemnify necessary business expenses, and failure to furnish accurate wage statements.

2. Plaintiff brings the First through Eighth Causes of Action individually and as a class action on behalf of himself and certain current and former employees of Defendants (hereinafter collectively referred to as the “Class” or “Class Members” and defined more fully below). The Class consists of Plaintiff and all other persons who have been employed by any Defendants in California as an hourly-paid, non-exempt employee during the statute of limitations period applicable to the claims pleaded here.

3. Plaintiff brings the Ninth Cause of Action as a representative action under the California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to Plaintiff, the State of California, and past and present non-exempt, hourly-paid employees of Defendants who worked in California during the applicable statute of limitations period (hereinafter referred to as the “Aggrieved Employees”).

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

1 5. Despite these requirements, throughout the statutory period Defendants
2 maintained a systematic, company-wide policy and practice of:

- 3 (a) Failing to pay employees for all hours worked, including all minimum
4 wages, and overtime wages in compliance with the California Labor
5 Code and IWC Wage Orders;
- 6 (b) Failing to provide employees with timely and duty-free meal periods in
7 compliance with the California Labor Code and IWC Wage Orders,
8 failing to maintain accurate records of all meal periods taken or missed,
9 and failing to pay an additional hour's pay for each workday a meal
10 period violation occurred;
- 11 (c) Failing to authorize and permit employees to take timely and duty-free
12 rest periods in compliance with the California Labor Code and IWC
13 Wage Orders, and failing to pay an additional hour's pay for each
14 workday a rest period violation occurred;
- 15 (d) Failing to indemnify employees for necessary business expenses
16 incurred;
- 17 (e) Willfully failing to pay employees all minimum wages, overtime
18 wages, meal period premium wages, and rest period premium wages
19 due within the time period specified by California law when
20 employment terminates;
- 21 (f) Failing to maintain accurate records of the hours that employees
22 worked; and
- 23 (g) Failing to provide employees with accurate, itemized wage statements
24 containing all the information required by the California Labor Code
25 and IWC Wage Orders.

26 6. In 1935, Congress enacted the Motor Carrier Act ("MCA") "to promote
27 efficiency and safety in interstate motor transportation." *Bilyou v. Dutchess Beer*
28 *Distributors, Inc.*, 300 F.3d 217, 222 n. 2 (2nd Cir. 2002); see William E. Kenworthy,

1 Transportation Safety and Insurance Law § 4.01 (3rd ed. 2005). The MCA endowed the
 2 Interstate Commerce Commission (“ICC”) “with the power to impose economic
 3 regulations such as licensing, certificate, and permit requirements on common and contract
 4 carriers, but not on private carriers.” *Bilyou*, 300 F.3d at 227.

5 7. “In 1966, Congress enacted the ‘Department of Transportation Act,’ which
 6 transferred the authority to regulate safety operations for motor vehicles under the MCA
 7 from the ICC to the Department of Transportation.” *Bilyou*, 300 F.3d at 222 n. 2. “Congress
 8 abolished the ICC on January 1, 1996 and transferred many of its functions to the newly
 9 created Surface Transportation Board, an agency within the Department of
 10 Transportation.” *Ibid*.

11 8. Presently, the Secretary of the Department of Transportation has jurisdiction
 12 over transportation by motor carriers in interstate commerce pursuant to the MCA. *See* 49
 13 U.S.C. § 13501. The MCA defines a “motor carrier” as “a person providing commercial
 14 motor vehicle . . . transportation for compensation.” 49 U.S.C. § 13102(14). The MCA
 15 defines a “motor private carrier” as “a person, other than a motor carrier, transporting
 16 property by commercial motor vehicle . . . when—(A) the transportation is as provided in
 17 section 13501 of this title [49 U.S.C. § 13501]; (B) the person is the owner, lessee, or bailee
 18 of the property being transported; and (C) the property is being transported for sale, lease,
 19 rent, or bailment or to further a commercial enterprise.” 49 U.S.C. § 13102(15).

20 9. The Federal Motor Carrier Safety Administration (“FMCSA”) reports directly
 21 to the Secretary of the Department of Transportation (*see* 49 C.F.R. § 1.2(a)(3)) and “[i]s
 22 responsible for” among other things “(a) Managing program and regulatory activities,
 23 including administering laws and promulgating and enforcing regulations on safety matters
 24 relating to motor carrier safety[.]” 49 C.F.R. § 1.86(a).

25 10. The FLSA, enacted three years after the MCA, provides, among other things,
 26 that no employer shall employ an employee who in any workweek is engaged in commerce
 27 or in the production of goods for commerce, or is employed in an enterprise engaged in
 28 commerce or in the production of goods for commerce, less than minimum wages for all

1 hours worked. 29 U.S.C. § 206. “Employer” is defined under the Act to be “any person
 2 acting directly or indirectly in the interest of an employer in relation to an employee”
 3 29 U.S.C. § 203(d). An “employee” is any individual employed by an employer. 29 U.S.C.
 4 § 203(e)(1). The term “employ” means “to suffer or permit to work.” 29 U.S.C. § 203(g).

5 11. The FLSA authorizes private rights of action to recover damages for violation
 6 of the FLSA’s wage and hour provisions including in a suit by "one or more employees for
 7 and in behalf of himself or themselves and other employees similarly situated." 29 U.S.C.
 8 § 216(b). Pursuant to 29 U.S.C. § 255, a three-year statute of limitations applies to willful
 9 violations of the FLSA.

10 12. The FLSA exempts categories of employees from its overtime requirements
 11 and those exemptions are to be narrowly construed. *Martin v. Malcolm Pirnie, Inc.*, 949
 12 F.2d 611, 614 (2d Cir.1991) (citations omitted). The burden of proving that an employee
 13 falls within a particular FLSA exemption lies with the employer. *Ibid.* Section 213(b)(1)
 14 of the FLSA provides that the overtime pay provisions of section 207 do not apply with
 15 respect to employees falling under the MCA.

16 13. California similarly exempts categories of employees from its overtime
 17 requirements as provided in IWC Wage Order 9-2001, § 3(L)(1) & (2), which states: “(L)
 18 The provisions of this section are not applicable to employees whose hours of service are
 19 regulated by: (1) The United States Department of Transportation Code of Federal
 20 Regulations, Title 49, Sections 395.1 to 395.13, Hours of Service of Drivers; or (2) Title
 21 13 of the California Code of Regulations, subchapter 6.5, Section 1200 and the following
 22 sections, regulating hours of drivers.”

23 14. Activities of both the employer and the employee are necessarily considered
 24 when determining the applicability of the MCA exemption. *See Dauphin v. Chestnut Ridge*
 25 *Transp., Inc.*, 544 F.Supp.2d 266, 273 (S.D.N.Y.2008) (“Whether the motor carrier
 26 exemption applies to an employee depends on the nature of both the employer's and
 27 employees' activities.”) (citing 29 C.F.R. § 782.2(a)).

28 (a) According to the FMCSA’s public website of the “[c]ompanies that

operate commercial vehicles transporting passengers or hauling cargo in interstate commerce must be registered with the FMCSA and must have a USDOT Number. Also, commercial intrastate hazardous materials carriers who haul types and quantities requiring a safety permit must register for a USDOT Number.” *What is a USDOT Number?*, FMCSA, U.S. DEPT TRANSPORTATION, <https://www.fmcsa.dot.gov/registration/do-i-need-usdot-number> (last visited June 2, 2022). “The USDOT Number serves as a unique identifier when collecting and monitoring a company’s safety information acquired during audits, compliance reviews, crash investigations, and inspections.” *Ibid.* Additionally, California and other states, require “require their *intrastate* commercial motor vehicle registrants to obtain a USDOT Number.” *Id.* (emphasis added). See *D’Arpa v. Runway Towing Corp.*, No. 12-CV-1120, 2013 WL 3010810, at *10-11 (E.D.N.Y. June 18, 2013) (denying a defendant’s motion for summary judgment because a defendant represented it engaged in intrastate operations and “never obtained a Motor Carrier Number”).

- (b) In order for the MCA exemption to an employee, the employee must “engage in activities of a character directly affecting the safety of operation of motor vehicles in the transportation on the public highways of passengers or property in interstate or foreign commerce within the meaning of the Motor Carrier Act.” 29 C.F.R. § 782.2(a)(2). For drivers, “interstate transportation is a natural, integral, and inseparable part of a worker’s duties if the worker is likely to be called on to perform interstate travel, irrespective of how many hours the worker actually devotes to affecting the safety of vehicles engaged in interstate transportation.” *Fox v. Commonwealth Worldwide Chauffeured Transp. of NY, LLC*, 865 F.Supp.2d 257, 266 (E.D.N.Y.2012)

(quotation marks and citations omitted). An employee is not exempt under the MCA during any particular workweek where his or her activities of an interstate character “have no substantial direct effect on safety of operations” or where those “safety-affecting activities are so trivial, casual, and insignificant as to be *de minimis*.” *Dauphin*, 544 F.Supp.2d at 274) (quoting 29 C.F.R. § 782.2(b)(3)).

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

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

THE PARTIES

A. Plaintiff

17. Plaintiff is a California resident that worked for Defendants in the County of Los Angeles, State of California, as a driver from approximately July 2020 to May 2021.

(a) Plaintiff’s employment, which lasted roughly 43 weeks, commenced during the COVID-19 pandemic, which, in Los Angeles and surrounding California counties, led to “stay at home” orders starting around March 2020.

1) After Plaintiff’s initial training and orientation, Plaintiff regularly commenced his daily shifts in the late evening at Defendant’s location in Fontana, California and later in Irwindale, California.

2) Plaintiff estimates that he drove for Defendants wholly intrastate

roughly 90% of the times he drove for Defendants including between regular pick up and drop off locations in Fontana, California; Irwindale, California; Desert Center, California; Los Angeles, California; and San Diego, California, among other locations and that driving across state lines was the exception to Plaintiff's and other drivers' regular intrastate work. As a result, Plaintiff was not exempt under the MCA for most if not all workweeks because interstate transportation was not a natural, integral, and inseparable part of a Plaintiff's duties.

3) Plaintiff believes Defendant's own logs of Plaintiff's driving will show Plaintiff drove for weeks and weeks at a time wholly intrastate and that his intrastate trips, during a shift, would take anywhere from around eight hours of driving and up to around 12 hours of driving, which did not include work Plaintiff performed before or after actually driving.

(b) Plaintiff regularly worked, but did not always work, over 40 hours per week, typically working five days per seven-day workweek for which Defendants issued Plaintiff wage statements, which covered seven-day pay periods with the name "R+L CARRIERS SHARED SERVICES, LLC" on them. For instance, Plaintiff's wage statements show during the workweeks and pay periods of:

- 1) 08/16/2020 to 08/22/2020, Defendants credited Plaintiff with "Total Hours Worked" of 56.87 hours;
- 2) 08/23/2020 to 08/29/2020, Defendants credited Plaintiff with "Total Hours Worked" of 61.30 hours;
- 3) 11/01/2020 to 11/07/2020, Defendants credited Plaintiff with "Total Hours Worked" of 40.77 hours;
- 4) 11/29/2020 to 12/05/2020, Defendants credited Plaintiff with

“Total Hours Worked” of 50.00 hours;

5) 01/03/2021 to 01/09/2021, Defendants credited Plaintiff with “Total Hours Worked” of 43.96 hours; and

6) 02/14/2021 to 02/20/2021, Defendants credited Plaintiff with “Total Hours Worked” of 43.46 hours.

(c) Plaintiff worked regularly under the supervision of “Frank” and “Richard” who Plaintiff believes regularly maintained an office in Defendants’ Fontana location and may have held the title “Dock Supervisor” during Plaintiff’s employment.

1) Near the outset of Plaintiff’s employment, Frank instructed Plaintiff and other truck drivers to arrive 30 minutes prior to the start time of their paid shifts to conduct pre-trip inspections and other tasks while off the clock and unpaid.

2) Specifically, Frank told Plaintiff that Plaintiff needed to clock-in using an electronic timekeeping system located in an office in Defendants’ Fontana location when Plaintiff’s scheduled shift was about to start – but not when Plaintiff arrived early to conduct pre-trip inspections and other tasks.

3) In keeping with Frank’s instructions, Plaintiff estimates for each of Plaintiff’s shifts, Plaintiff arrived around 30 minutes prior to the time Frank scheduled Plaintiff to start driving and, in some cases, closer to 15 minutes prior. As a result, Plaintiff conservatively estimates that during the workweeks listed in paragraph 17(b) and subparagraphs 1)-6) above, Defendants did not credit or compensate Plaintiff for approximately one and a half to two and half hours of work on average during a workweek, which would result in unpaid minimum or overtime wages.

1 4) During these instances of off-the-clock work, Plaintiff would
2 perform tasks such as retrieving bills of lading and other work
3 instructions from Frank or other supervisors, check his truck's
4 fluid levels, tire pressure; and sanitize his vehicle as a COVID-
5 19 safety measure. After these pre-trip tasks were performed,
6 Plaintiff would power on his truck and create a separate time
7 record on the truck's electronic timekeeping system before
8 finally departing for a trip.

9 (d) Plaintiff also worked regularly under the supervision of "Wally" who
10 Plaintiff believes regularly maintained an office in Defendants' Fontana
11 location and may have held the title "Terminal Manager" during
12 Plaintiff's employment.

13 1) During Plaintiff's employment Wally and Frank instructed to
14 "power down" his truck within the first four and a half hours of
15 the time Plaintiff started driving during a shift so that the truck's
16 timekeeping system would suggest that Plaintiff took a meal
17 period during the first five hours of Plaintiff's shift.

18 2) However, Defendant did not relieve Plaintiff of all of Plaintiff's
19 duties during the times Plaintiff powered down his truck
20 including because Defendants required Plaintiff to maintain
21 control or watch over his vehicle when Plaintiff was transporting
22 hazardous materials, which Plaintiff estimates he transported
23 during most of his trips, when Plaintiff was unable to park his
24 truck in a secure location (such as within the confines of
25 Defendants' terminal areas). During these times, Defendants
26 knowingly failed to relieve Plaintiff of all of Plaintiff's duties
27 even while Defendants knew that Plaintiff was off the clock for
28 wage payment purposes. For the same reasons, Plaintiff was not

1 relieved of all duties during his so-called ten-minute rest periods.

2 3) Moreover, even when the records of Plaintiff's time worked
3 showed Plaintiff powered down his vehicle at or near the fifth
4 hour of work, when accounting for the off the clock work
5 Plaintiff regularly worked, Plaintiff contends that his meal
6 periods were actually late, even if Defendants' time records
7 suggest that Plaintiff started and ended his meal periods on time.

8 4) Plaintiff also believes Defendants required Plaintiff and other
9 drivers to sign meal period waivers to avoid paying Plaintiff for
10 missed, late or unrecorded meal periods. However, Plaintiff
11 contends California law forbids prospective blanket waivers and
12 instead requires waivers obtained on a shift-by-shift basis. *See,*
13 *e.g., Saechao v. Landry's Inc.*, 2016 U.S. Dist. LEXIS 33409, at
14 *8 (N.D. Cal. 2016); Division of Labor Standards Enforcement
15 ("DLSE") Letter 08.13.03, pp. 8-9 (stating "As a statutorily
16 protected right, the decision to forego a meal period must be
17 made personally by each worker on a daily basis...Therefore,
18 blanket waivers of meal periods...will not be considered valid.").

19 5) For the foregoing reasons, Plaintiff conservatively estimates that
20 his entitlements to meal periods and rest periods were violated
21 about twice a week each during which times Defendants did not
22 pay Plaintiff any premium payments including during the
23 workweeks listed in paragraph 17(b) and subparagraphs 1)-6)
24 above. However, Plaintiff notes that this a conservative estimate
25 and that Defendants' time records and driver logs including those
26 that Plaintiff created electronically in Defendants' office
27 locations and separately when recording time on Defendants'
28 trucks would allow Plaintiff to provide a more accurate

1 estimation of meal and rest period violations suffered during
2 Plaintiff's employment.

3 (e) Throughout Plaintiff's employment, Defendants did not reimburse
4 Plaintiff for necessary business expenditures that Defendants knew
5 Plaintiff was expending to perform his duties to including personal
6 cellphone use and the purchase of gloves.

7 1) Plaintiff contends Defendants' supervisors including Frank and
8 Richard called Plaintiff on Plaintiff's personal cellphone to
9 provide Plaintiff work instructions and to make Plaintiff report
10 about the status of his work. Plaintiff conservatively estimates
11 Defendants' supervisors contacted Plaintiff on Plaintiff's
12 personal cellphone around twice a shift on average and, during
13 some shifts, several more than that.

14 2) Defendants' supervisors including Frank and Richard knew they
15 were calling Plaintiff's personal cellphone each time they did so
16 including because Plaintiff asked Richard if Defendants would
17 allow Plaintiff to use a company-issued cellphone and Richard
18 told Plaintiff that Defendants' company-issued cellphones were
19 only for "pick up and delivery" or "P-D" drivers and not for other
20 drivers like Plaintiff.

21 3) Plaintiff does not believe that Defendants ever reimbursed
22 Plaintiff for cellphone use because there is nothing on Plaintiff's
23 wage statements that suggest Defendants ever reimbursed
24 Plaintiff for any reason. As a result, Plaintiff conservatively
25 estimates that during the workweeks listed in paragraph 17(b)
26 and subparagraphs 1)-6) above, Defendants contacted Plaintiff
27 on Plaintiff's cellphone for work-related purposes at least one
28 time per workweek, but failed to reimburse him for the costs

1 incurred.

2 4) Plaintiff also contends that Frank knew that Plaintiff spent
3 personal funds to purchase gloves to use as personal protective
4 equipment several times during Plaintiff's employment. Because
5 Plaintiff often transported hazardous materials, Plaintiff asked
6 Frank for gloves to perform his work including to protect
7 Plaintiff's hands from coming into contact with chemicals that
8 could damage Plaintiff's skin.

9 5) On various occasions, Frank provided Plaintiff gloves to use but
10 on other occasions, Frank told Plaintiff that he had no gloves to
11 provide Plaintiff and that Plaintiff would have to purchase gloves
12 on his own.

13 6) As a result, Plaintiff contends he purchased several sets of gloves
14 with his own personal funds during his employment and
15 estimates spending approximately \$100 or so dollars doing so,
16 for which Defendants failed to reimburse him for the costs
17 incurred.

18 (f) Near the end of Plaintiff's employment, Defendants assigned Plaintiff
19 to regularly start his shifts at Defendants' Irwindale, California location
20 where Plaintiff worked regularly under the supervision of "Chris" who
21 Plaintiff believes regularly maintained an office in Defendants'
22 Irwindale location and may have held the title "Terminal Manager"
23 during Plaintiff's employment.

24 1) During the workweek and pay period 04/18/2021 to 04/24/2021,
25 Defendants credited Plaintiff with "Total Hours Worked" of
26 31.17 hours, which, based on the best of Plaintiff's recollection
27 was for work performed wholly intrastate.

28 2) On or about May 6, 2021, Plaintiff tendered his immediate

1 resignation orally to Chris while at Defendants' Irwindale
2 location and during a meeting involving Chris and Defendants'
3 manager or supervisor whose name Plaintiff believes is "Debbie"
4 or "Debra." When Plaintiff tendered his resignation during the
5 meeting, Chris asked Plaintiff to do the same in writing, which
6 Plaintiff did that same day. When Plaintiff asked Chris for a copy
7 of Plaintiff's written notice, Chris consulted with Debbie and
8 they denied Plaintiff's request.

9 3) Despite Plaintiff's tender of his written notice of immediate
10 resignation, Plaintiff believes that Defendant failed to process
11 Plaintiff's final wages within 72 hours and, based on the best of
12 Plaintiff's recollection, Defendants required Plaintiff to wait
13 until at least the next regular pay day to receive Plaintiff's final
14 wages in violation of California law.

15 4) Defendants' declarant Mr. Daniel J. Brake declared "Johnson
16 was employed by Shared Services as a full-time driver from July
17 13, 2020 to May 15, 2021." ECF No. 1-3 at ¶ 7. But Plaintiff
18 disputes Mr. Brake's claim. Plaintiff further contends that
19 Defendants willfully failed to process Plaintiff's final wages
20 within 72 hours with all of Plaintiff's wages due.

21 5) When Defendants belatedly processed and provided Plaintiff
22 with Plaintiff's final wages, Plaintiff believes Defendants failed
23 to credit or compensate Plaintiff with all of his hours worked
24 during the pay period including for the time spent during
25 Plaintiff's meeting with Chris and Debbie and failed to pay any
26 waiting time penalties.

27 18. Plaintiff reserves the right to seek leave to amend this complaint to add new
28 plaintiffs, if necessary, to establish suitable representative(s) pursuant to *La Sala v.*

1 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, or other applicable law.

2 **B. Defendants**

3 19. Plaintiff is informed and believes, and based upon that information and belief
4 alleges, that Defendant R&L Carriers, Inc. is:

5 (a) An Ohio corporation, who Plaintiff believes, had its principal place of
6 business in Los Angeles, California but who Defendants have admitted
7 lacks authority to do business in California including by stating “It is a
8 holding company only and is not registered to do business in
9 California.” Brake Decl., ECF No. 1-3 at ¶ 3.;

10 (b) A business entity conducting business in numerous counties throughout
11 the State of California, including in Los Angeles County;

12 (c) A business entity, who at all relevant times, did not possess federal
13 motor carrier authority issued under the Federal Motor Carrier Safety
14 Act and who, despite being provided opportunities during the Parties’
15 meet and confer communications memorialized in this Court’s records
16 (see *e.g.*, Declaration of Roy K. Suh, ECF No. 15 at ¶ 15) and during
17 motion practice wherein in Plaintiff alleged Defendant R&L Carriers,
18 Inc. failed to meet its burden to prove it possessed federal motor carrier
19 authority (see *e.g.*, Memorandum in Support of Plaintiff’s Opposition
20 to Defendants’ Motion to Dismiss, ECF No. 25 at pp. 17:19-19:12), has
21 offered no proof to the contrary (see Reply in Support of Defendants’
22 Motion to Dismiss, ECF No. 28 at pp. 8:11-9:22);

23 (d) The former employer of Plaintiff, and the current and/or former
24 employer of the putative Class. Defendants suffered and permitted
25 Plaintiff and the Class to work, and/or controlled their wages, hours, or
26 working conditions; and

27 (e) At all times mentioned herein, Defendants, and each of them, are and
28 were joint employers of Plaintiff and the Class.

20. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant R&L Carriers Shared Services, LLC is:

- (a) An Ohio limited liability company, who Plaintiff believes had its principal place of business in Los Angeles, California and who the State of California authorized to conduct, and who did conduct business in California under California Secretary of State file number: 201507110300 including while representing its “Type of Business” as a “Payroll” business;
- (b) A business entity conducting business in numerous counties throughout the State of California, including in Los Angeles County;
- (c) A business entity, who at all relevant times, did not possess federal motor carrier authority issued under the Federal Motor Carrier Safety Act and who, despite being provided opportunities during the Parties’ meet and confer communications memorialized in this Court’s records (see *e.g.*, Declaration of Roy K. Suh, ECF No. 15 at ¶ 15) and during motion practice wherein in Plaintiff alleged Defendant R&L Carriers, Inc. failed to meet its burden to prove it possessed federal motor carrier authority (see *e.g.*, Memorandum in Support of Plaintiff’s Opposition to Defendants’ Motion to Dismiss, ECF No. 25 at pp. 17:19-19:12), has offered no proof to the contrary (see Reply in Support of Defendants’ Motion to Dismiss, ECF No. 28 at pp. 8:11-9:22);
- (d) The former employer of Plaintiff, and the current and/or former employer of the putative Class. Defendants suffered and permitted Plaintiff and the Class to work, and/or controlled their wages, hours, or working conditions; and
- (e) At all times mentioned herein, Defendants, and each of them, are and were joint employers of Plaintiff and the Class.

21. Plaintiff does not currently know the true names or capacities of the persons

1 or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such
 2 fictitious names. Each of the Doe Defendants was in some manner legally responsible for
 3 the damages suffered by Plaintiff and the Class as alleged herein. Plaintiff will amend this
 4 complaint to set forth the true names and capacities of these Defendants when they have
 5 been ascertained, together with appropriate charging allegations, as may be necessary.

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

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

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

25 24. Plaintiff is a California resident who worked for Defendants in the County of
 26 Los Angeles, State of California, as a driver from approximately July 2020 to May 2021.
 27 During the statutory period, Defendants classified Plaintiff as non-exempt from
 28 California's overtime requirements, and paid Plaintiff an hourly wage.

1 25. Throughout the statutory period, Defendants failed to pay Plaintiff for all
2 hours worked (including minimum wages and overtime wages), failed to provide Plaintiff
3 with uninterrupted meal periods, failed to authorize and permit Plaintiff to take
4 uninterrupted rest periods, failed to indemnify Plaintiff for necessary business expenses,
5 failed to timely pay all final wages to Plaintiff when Defendants terminated Plaintiff's
6 employment, and failed to furnish accurate wage statements to Plaintiff. As discussed
7 below, Plaintiff's experience working for Defendants was typical and illustrative.

8 26. Throughout the statutory period, Defendants maintained a policy and practice
9 of not paying Plaintiff and the Class for all hours worked, including all overtime wages.
10 Plaintiff and the Class were required to "work off the clock" and uncompensated. For
11 example, Plaintiff and the Class were required to arrive at work early in order to perform
12 pre-trip inspections of the truck, including safety checks, off the clock and uncompensated.
13 Further, Plaintiff and the Class were required to use their own personal cellular telephones
14 for work-related purposes while off the clock and uncompensated. In maintaining a practice
15 of not paying all wages owed, Defendants failed to maintain accurate records of the hours
16 Plaintiff and the Class worked.

17 27. Throughout the statutory period, Defendants have wrongfully failed to
18 provide Plaintiff and the Class with legally compliant meal periods. Defendants sometimes,
19 but not always, required Plaintiff and the Class to work in excess of five consecutive hours
20 a day without providing 30-minute, continuous and uninterrupted, duty-free meal period
21 for every five hours of work, or without compensating Plaintiff and the Class for meal
22 periods that were not provided by the end of the fifth hour of work or tenth hour of work.
23 Defendants also did not adequately inform Plaintiff and the Class of their right to take a
24 meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the
25 end of the tenth hour of work. Accordingly, Defendants' policy and practice was to not
26 provide meal periods to Plaintiff and the Class in compliance with California law.

27 28. Throughout the statutory period, Defendants have wrongfully failed to
28 authorize and permit Plaintiff and the Class to take timely and duty-free rest periods.

1 Defendants sometimes, but not always, required Plaintiff and the Class to work in excess
2 of four consecutive hours a day without Defendants authorizing and permitting them to
3 take a 10-minute, continuous and uninterrupted, rest period for every four hours of work
4 (or major fraction of four hours), or without compensating Plaintiff and the Class for rest
5 periods that were not authorized or permitted. Defendants also did not adequately inform
6 Plaintiff and the Class of their right to take a rest period. Moreover, Defendants did not
7 have adequate policies or practices permitting or authorizing rest periods for Plaintiff and
8 the Class, nor did Defendants have adequate policies or practices regarding the timing of
9 rest periods. Defendants also did not have adequate policies or practices to verify whether
10 Plaintiff and the Class were taking their required rest periods. Accordingly, Defendants'
11 policy and practice was to not authorize and permit Plaintiff and the Class to take rest
12 periods in compliance with California law.

13 29. Throughout the statutory period, Defendants wrongfully required Plaintiff and
14 the Class to pay expenses that they incurred in direct discharge of their duties for
15 Defendants without reimbursement, such as the purchase of safety protective equipment.
16 Also, Plaintiff and the Class were required to use their own personal cellular telephones
17 for work-related purposes, without reimbursement.

18 30. Throughout the statutory period, Defendants willfully failed and refused to
19 timely pay Plaintiff and the Class at the conclusion of their employment all wages for all
20 minimum wages, overtime wages, meal period premium wages, and rest period premium
21 wages. Defendants also did not pay the final wages timely after termination. Defendants
22 also failed to pay Plaintiff and the Class their final paychecks in a timely manner promptly
23 upon termination.

24 31. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
25 Class with accurate, itemized wage statements showing all applicable hourly rates, and all
26 gross and net wages earned (including correct hours worked, correct wages earned for
27 hours worked, correct overtime hours worked, correct wages for meal periods that were
28 not provided in accordance with California law, correct wages for rest periods that were

1 not authorized and permitted to take in accordance with California law, and Defendant's
 2 address). Further, the wage statements do not show Defendant's address as required by
 3 California law. As a result of these violations of California Labor Code § 226(a), the
 4 Plaintiff and the Class suffered injury because, among other things:

- 5 (a) the violations led them to believe that they were not entitled to be paid
 6 minimum wages, overtime wages, meal period premium wages, and
 7 rest period premium wages to which they were entitled, even though
 8 they were entitled;
- 9 (b) the violations led them to believe that they had been paid the minimum,
 10 overtime, meal period premium, and rest period premium wages, even
 11 though they had not been;
- 12 (c) the violations led them to believe they were not entitled to be paid
 13 minimum, overtime, meal period premium, and rest period premium
 14 wages at the correct California rate even though they were;
- 15 (d) the violations led them to believe they had been paid minimum,
 16 overtime, meal period premium, and rest period premium wages at the
 17 correct California rate even though they had not been;
- 18 (e) the violations hindered them from determining the amounts of
 19 minimum, overtime, meal period premium, and rest period premium
 20 owed to them;
- 21 (f) in connection with their employment before and during this action, and
 22 in connection with prosecuting this action, the violations caused them
 23 to have to perform mathematical computations to determine the
 24 amounts of wages owed to them, computations they would not have to
 25 make if the wage statements contained the required accurate
 26 information;
- 27 (g) by understating the wages truly due them, the violations caused them
 28 to lose entitlement and/or accrual of the full amount of Social Security,

1 disability, unemployment, and other governmental benefits; and
2 (h) the wage statements inaccurately understated the wages, hours, and
3 wages rates to which Plaintiff and the Class were entitled, and Plaintiff
4 and the Class were paid less than the wages and wage rates to which
5 they were entitled.

6 Thus, Plaintiff, the Class and Aggrieved Employees are owed the amounts provided for in
7 California Labor Code § 226(e), including actual damages.

8 **CLASS ACTION ALLEGATIONS**

9 32. Plaintiff brings certain claims individually, as well as on behalf of each and
10 all other persons similarly situated, and thus, seeks class certification under Federal Rule
11 of Civil Procedure 23(a) and one or more of the three conditions of Federal Rule of Civil
12 Procedure 23(b).

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

15 34. The proposed Class consists of and is defined as:

16 All persons who worked for any Defendant in California as an hourly, non-
17 exempt employee at any time during the period beginning four years before
18 the filing of the initial complaint in this action and ending when notice to the
Class is sent.

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

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

22 37. This Court should permit this action to be maintained as a class action
23 pursuant to Federal Rule of Civil Procedure 23 because the four Federal Rule of Civil
24 Procedure 23(a) prerequisites of numerosity, commonality, typicality, and adequacy of
25 representation are present.

26 (a) Fed. R. Civ. P. 23(a)(1) Numerosity: The members of the Class (and
27 each subclass, if any) are so numerous that joinder of all members
28 would be unfeasible and impractical. The membership of the entire

Class is unknown to Plaintiff at this time, however, the Class is estimated to be greater than 100 individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Fed. R. Civ. P. 23(a)(2) Commonality: The members of the Class (and each subclass, if any) have common claims such that determinations of their truths or falsities will resolve an issue that is central to the validity of each of common claim, including without limitation, whether, as alleged herein, Defendants have:

- 1) Failed to pay Class Members for all hours worked, including minimum wages, and overtime wages;
- 2) Failed to provide meal periods and pay meal period premium wages to Class Members;
- 3) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- 4) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;
- 5) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed;
- 6) Failed to reimburse Class Members for all necessary business expenses; and
- 7) Violated California Business and Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

(c) Fed. R. Civ. P. 23(a)(3) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.

(d) Fed. R. Civ. P. 23(a)(4) Adequacy: Plaintiff and Plaintiff's attorneys have and will continue to adequately protect the interests of the Class, including because:

- 1) Plaintiff, by and through Plaintiff's counsel, is qualified to, and will, vigorously, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member; and
- 2) Plaintiff has no conflicts with or interests antagonistic to any Class Member.

38. This Court should permit this action to be maintained as a class action pursuant to Federal Rule of Civil Procedure 23 because one or more of the three Federal Rule of Civil Procedure 23(b) conditions of predominate common questions of law and fact, the lack of individualized defenses, and the superiority of a class action as a method for adjudicating this controversy exist.

(a) Fed. R. Civ. P. 23(b)(1) Common Questions Predominate: A class action is superior to other available methods for the fair and efficient adjudication of the controversy because there are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members and prosecuting separate actions by or against individual Class Members would create a risk of:

1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or

2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants.

(b) Fed. R. Civ. P. 23(b)(2) Individualized Defenses Do Not Exist: Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the Class as a whole.

(c) Fed. R. Civ. P. 23(b)(3) A Class Action is a Superior Method of Resolution: The questions of law and fact common to the Class predominate over any question affecting only individual members and a class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class including because:

1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions show a class action is superior because Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;

2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class shows a class action is superior because the public policy

1 of the State of California is to resolve the California Labor Code
2 claims of many employees through a class action. Indeed, current
3 employees are often afraid to assert their rights out of fear of
4 direct or indirect retaliation. Former employees are also fearful
5 of bringing actions because they believe their former employers
6 might damage their future endeavors through negative references
7 and/or other means. Class actions provide the class members who
8 are not named in the complaint with a type of anonymity that
9 allows for the vindication of their rights at the same time as their
10 privacy is protected;

11 3) The desirability or undesirability of concentrating the litigation
12 of the claims in this particular forum shows a class action is
13 superior because there is a community of interest in obtaining
14 appropriate legal and equitable relief for the statutory violations,
15 and in obtaining adequate compensation for the damages and
16 injuries for which Defendants are responsible in an amount
17 sufficient to adequately compensate the members of the Class for
18 the injuries sustained; and

19 4) The difficulties likely to be encountered in the management of a
20 class action show that a class action is superior including because
21 the members of the Class are so numerous that it is impractical
22 to bring all members of the class before the Court.

23 39. Plaintiff contemplates the eventual issuance of notice to the proposed
24 members of the Class that would set forth the subject and nature of the instant action. The
25 Defendants' own business records may be utilized for assistance in the preparation and
26 issuance of the contemplated notices. To the extent that any further notices may be
27 required, Plaintiff would contemplate the use of additional techniques and forms
28 commonly used in class actions, such as published notice, e-mail notice, website notice,

1 first-class mail, or combinations thereof, or by other methods suitable to the Class and
2 deemed necessary and/or appropriate by the Court.

3 **FIRST CAUSE OF ACTION**

4 **Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked**
5 **(Cal. Labor Code §§ 204, 1182.12, 1197, 1198 and IWC Wage Order No. 9-2001, § 4**
6 **or other applicable IWC Wage Orders)**

7 40. Plaintiff incorporates by reference and re-alleges as if fully stated herein
8 paragraphs 1 through 39 in this Complaint, which are consistent with this cause of action.

9 41. Pursuant to California Labor Code §§ 1182.12, 1197, 1198 and IWC Wage
10 Order No. 9-2001, § 4 or other applicable IWC Wage Orders, California has fixed
11 minimum wage rates, has required employers in California to pay their employees no less
12 than the minimum for all hours worked in the payroll period, has provided that minimum
13 wages for employees fixed by the IWC or by state law, is the minimum wage to be paid to
14 employees, and that payment of a lower wage than the minimum so fixed is unlawful
15 “Hours worked” is the time during which an employee is subject to the control of an
16 employer, and includes all the time the employee is suffered or permitted to work, whether
17 or not required to do so.

18 42. Plaintiff, Class Members and Aggrieved Employees are current and former
19 non-exempt employees entitled to the protections of California Labor Code §§ 1182.12,
20 1197, 1198 and IWC Wage Order No. 2-9001, § 4 or other applicable IWC Wage Orders.
21 At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff and
22 the Class compensation for all hours they worked. By their failure to pay compensation for
23 each hour worked as alleged above, Defendants willfully violated the provisions of Section
24 1194 of the California Labor Code, and any additional applicable Wage Orders, which
25 require such compensation to non-exempt employees.

26 43. Accordingly, Plaintiff and the Class are entitled to recover minimum wages
27 for all non-overtime hours worked for Defendants.

28 44. By and through the conduct described above, Plaintiff and the Class have been

1 deprived of their rights to be paid wages earned by virtue of their employment with
2 Defendants.

3 45. By virtue of the Defendants' unlawful failure to pay additional compensation
4 to Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and
5 the Class suffered, and will continue to suffer, damages in amounts which are presently
6 unknown to Plaintiff and the Class, but which exceed the jurisdictional minimum of this
7 Court, and which will be ascertained according to proof at trial.

8 46. By failing to keep adequate time records required by California Labor Code §
9 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
10 compensation due Plaintiff and the Class.

11 47. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are
12 entitled to recover liquidated damages (double damages) for Defendants' failure to pay
13 minimum wages.

14 48. California Labor Code section 204 requires employers to provide employees
15 with all wages due and payable twice a month. Throughout the statute of limitations period
16 applicable to this cause of action, Plaintiff and the Class were entitled to be paid twice a
17 month at rates required by law, including minimum wages. However, during all such times,
18 Defendants systematically failed and refused to pay Plaintiff and the Class all such wages
19 due, and failed to pay those wages twice a month.

20 49. Plaintiff and the Class are also entitled to seek recovery of all unpaid
21 minimum wages, interest, and reasonable attorneys' fees and costs pursuant to California
22 Labor Code §§ 218.5, 218.6, and 1194(a).

23 **SECOND CAUSE OF ACTION**

24 **Against all Defendants for Failure to Pay Overtime Wages)**
25 **(Cal. Labor Code §§ 510, 1198; IWC Wage Order No. 9-2001, § 3 or other**
26 **applicable IWC Wage Orders)**

27 50. Plaintiff incorporates by reference and re-alleges as if fully stated herein
28 paragraphs 1 through 40 and the other preceding paragraphs in this Complaint, which are

1 consistent with this cause of action.

2 51. Pursuant to California Labor Code §§ 510, 1198 and IWC Wage Order No. 9-
3 2001, § 3 or other applicable IWC Wage Orders, California has required employers to pay
4 their employees overtime wages. California Labor Code § 510 provides that employees in
5 California shall not be employed more than eight (8) hours in any workday or forty (40)
6 hours in a workweek unless they receive additional compensation beyond their regular
7 wages in amounts specified by law.

8 52. California Labor Code §§ 1194 and 1198 provide that employees in California
9 shall not be employed more than eight hours in any workday unless they receive additional
10 compensation beyond their regular wages in amounts specified by law. Additionally,
11 California Labor Code § 1198 states that the employment of an employee for longer hours
12 than those fixed by the Industrial Welfare Commission is unlawful.

13 53. Plaintiff, Class Members and Aggrieved Employees are current and former
14 non-exempt employees entitled to the protections of California Labor Code §§ 510, 1198
15 and IWC Wage Order No. 9-2001, § 3 or other applicable IWC Wage Orders. At all times
16 relevant hereto, Plaintiff and the Class have worked more than eight hours in a workday,
17 as employees of Defendants.

18 54. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class
19 overtime compensation for the hours they have worked in excess of the maximum hours
20 permissible by law as required by California Labor Code § 510 and 1198. Plaintiff and the
21 Class are regularly required to work overtime hours.

22 55. By virtue of Defendants' unlawful failure to pay additional premium rate
23 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and
24 the Class have suffered, and will continue to suffer, damages in amounts which are
25 presently unknown to them but which exceed the jurisdictional minimum of this Court and
26 which will be ascertained according to proof at trial.

27 56. By failing to keep adequate time records required by Labor Code § 1174(d),
28 Defendants have made it difficult to calculate the full extent of overtime compensation due

1 to Plaintiff and the Class.

2 57. Plaintiff and the Class also request recovery of overtime compensation
3 according to proof, interest, attorneys' fees and costs pursuant to California Labor Code §
4 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum
5 as provided by the California Labor Code and/or other statutes.

6 58. California Labor Code § 204 requires employers to provide employees with
7 all wages due and payable twice a month. The Wage Orders also provide that every
8 employer shall pay to each employee, on the established payday for the period involved,
9 overtime wages for all overtime hours worked in the payroll period. Defendants failed to
10 provide Plaintiff and the Class with all compensation due, in violation of California Labor
11 Code § 204.

12 **THIRD CAUSE OF ACTION**

13 **Against All Defendants for Failure to Provide Meal Periods**

14 **(Cal. Labor Code §§ 226.7, 512, 1198; IWC Wage Order No. 9-2001, § 11 or other**
15 **applicable IWC Wage Orders)**

16 59. Plaintiff incorporates by reference and re-alleges as if fully stated herein
17 paragraphs 1 through 40 and the other preceding paragraphs in this Complaint, which are
18 consistent with this cause of action.

19 60. Pursuant to California Labor Code §§ 226.7, 512, 1198 and IWC Wage Order
20 No. 9-2001, § 11 or other applicable IWC Wage Orders, California required employers to
21 provide meal periods or pay premiums in lieu thereof. Under California law, Defendants
22 have an affirmative obligation to relieve the Plaintiff and the Class of all duty in order to
23 take their first daily meal periods no later than the start of Plaintiff and the Class' sixth
24 hour of work in a workday, and to take their second meal periods no later than the start of
25 the eleventh hour of work in the workday. Section 512 of the California Labor Code, and
26 Section 11 of the applicable Wage Orders require that an employer provide unpaid meal
27 periods of at least 30 minutes for each five-hour period worked. It is a violation of Section
28 226.7 of the California Labor Code for an employer to require any employee to work during

any meal period mandated under any Wage Order.

61. Plaintiff, Class Members and Aggrieved Employees are current and former non-exempt employees entitled to the protections of California Labor Code §§ 226.7, 512, 1198 and IWC Wage Order No. 9-2001, § 11 or other applicable IWC Wage Orders. Despite these legal requirements, Defendants regularly failed to provide Plaintiff and the Class with both meal periods as required by California law. By their failure to permit and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and the applicable Wage Orders.

62. Under California law, Plaintiff and the Class are entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

Against All Defendants for Failure to Authorize and Permit Rest Periods (Cal. Labor Code §§ 226.7, 1198; IWC Wage Order No. 9-2001, § 12 or other applicable IWC Wage Orders)

63. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 40 and the other preceding paragraphs in this Complaint, which are consistent with this cause of action.

64. Pursuant to California Labor Code §§ 226.7, 1198, and IWC Wage Order No. 9-2001, § 12 or other applicable IWC Wage Orders, California has required that employers shall authorize and permit all employees to take rest periods or pay premiums in lieu thereof. Defendants are required by California law to authorize and permit periods of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of 10 minutes each for each 4-hour period worked. Thus, for example, if an employee's work

1 time is 6 hours and ten minutes, the employee is entitled to two rest periods. Each failure
 2 to authorize rest periods as so required is itself a violation of California's rest period laws.
 3 It is a violation of Section 226.7 of the California Labor Code for an employer to require
 4 any employee to work during any rest period mandated under any Wage Order.

5 65. Plaintiff, Class Members and Aggrieved Employees are current and former
 6 non-exempt employees entitled to the protections of California Labor Code §§ 226.7, 1198,
 7 and IWC Wage Order No. 9-2001, § 12 or other applicable IWC Wage Orders. Despite
 8 these legal requirements, Defendants failed to authorize Plaintiff and the Class to take rest
 9 periods, regardless of whether employees worked more than 4 hours in a workday. By their
 10 failure to permit and authorize Plaintiff and the Class to take rest periods as alleged above
 11 (or due to the fact that Defendants made it impossible or impracticable to take these
 12 uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7
 13 of the California Labor Code and the applicable Wage Orders.

14 66. Under California law, Plaintiff and the Class are entitled to be paid one hour
 15 of premium wages rate for each workday he or she was not provided with all required rest
 16 period(s), plus interest thereon.

17 **FIFTH CAUSE OF ACTION**

18 **Against All Defendants for Failure to Indemnify Necessary Business Expenses** 19 **(Cal. Labor Code § 2802(a), 1198; IWC Wage Order No. 9-2001, § 9 or other** 20 **applicable IWC Wage Orders)**

21 67. Plaintiff incorporates by reference and re-alleges as if fully stated herein
 22 paragraphs 1 through 40 and the other preceding paragraphs in this Complaint, which are
 23 consistent with this cause of action.

24 68. Pursuant to California Labor Code §§ 2802(a), 1198, and IWC Wage Order
 25 No. 9-2001, § 9 or other applicable IWC Wage Orders, California requires has required
 26 that employers indemnify employees for all necessary expenditures or losses incurred by
 27 an employee in direct consequence of the discharge of his or her duties, or of his or her
 28 obedience to the directions of the employer, even though unlawful, unless the employee,

1 at the time of obeying the directions, believed them to be unlawful.

2 69. Plaintiff, Class Members and Aggrieved Employees are current and former
3 non-exempt employees entitled to the protections of California Labor Code §§ 2802(a),
4 1198, and IWC Wage Order No. 9-2001, § 9 or other applicable IWC Wage Orders.
5 Defendants violated Labor Code section 2802 and the IWC Wage Orders, by failing to pay
6 and indemnify the Plaintiff and the Class for their necessary expenditures and losses
7 incurred in direct consequence of the discharge of their duties or of their obedience to
8 directions of Defendants.

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

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

14 **SIXTH CAUSE OF ACTION**

15 **Against all Defendants for Failure to Pay Wages of Discharged Employees –**

16 **Waiting Time Penalties**

17 **(Cal. Labor Code §§ 201(a), 202, 203)**

18 72. Plaintiff incorporates by reference and re-alleges as if fully stated herein
19 paragraphs 1 through 40 and the other preceding paragraphs in this Complaint, which are
20 consistent with this cause of action.

21 73. Pursuant to California Labor Code §§ 201(a), 202, and 203, California has
22 required that employers pay their employees all wages earned and unpaid at the time of
23 discharge or promptly thereafter. At all times herein set forth, California Labor Code §§
24 201 and 202 provide that if an employer discharges an employee, the wages earned and
25 unpaid at the time of discharge are due and payable immediately, and that if an employee
26 voluntarily leaves his or her employment, his or her wages shall become due and payable
27 not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
28 two (72) hours previous notice of his or her intention to quit, in which case the employee

1 is entitled to his or her wages at the time of quitting.

2 74. Plaintiff, Class Members and Aggrieved Employees are current and former
3 non-exempt employees entitled to the protections of California Labor Code §§ 201, 202
4 and 203. Within the applicable statute of limitations, the employment of Plaintiff and many
5 other members of the Class ended, i.e. was terminated by quitting or discharge, and the
6 employment of others will be. However, during the relevant time period, Defendants failed,
7 and continue to fail to pay terminated Class Members, without abatement, all wages
8 required to be paid by California Labor Code sections 201 and 202 either at the time of
9 discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

10 75. Defendants' failure to pay Plaintiff and those Class members who are no
11 longer employed by Defendants their wages earned and unpaid at the time of discharge, or
12 within seventy-two (72) hours of their leaving Defendants' employ, is in violation of
13 California Labor Code §§ 201 and 202.

14 76. California Labor Code § 203 provides that if an employer willfully fails to
15 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
16 shall continue as a penalty wage from the due date, and at the same rate until paid or until
17 an action is commenced; but the wages shall not continue for more than thirty (30) days.

18 77. Plaintiff and the Class are entitled to recover from Defendants their
19 additionally accruing wages for each day they were not paid, at their regular hourly rate of
20 pay, up to 30 days maximum pursuant to California Labor Code § 203.

21 78. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff and the
22 Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and
23 costs incurred in this action.

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SEVENTH CAUSE OF ACTION

**Against all Defendants for Failure to Provide and Maintain Accurate and
Compliant Wage Records**

**(Cal. Labor Code §§ 226(a), 226(e)(2)(B), 1198; IWC Wage Order No. 9-2001, § 7 or
other applicable IWC Wage Orders)**

79. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 40 and the other preceding paragraphs in this Complaint, which are consistent with this cause of action.

80. Pursuant to California Labor Code §§ 226(a), 226(e)(2)(B), 1198, and IWC Wage Order No. 9-2001, § 7 or other applicable IWC Wage Orders, California has required that employers semimonthly or at the time of each payment of wages furnish each of its employees an accurate itemized wage statement. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate 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 the last four digits of his or her social security number or an employee identification number other than a 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.

81. Plaintiff, Class Members and Aggrieved Employees are current and former non-exempt employees entitled to the protections of California Labor Code §§ 226(a), 226(e)(2)(B), 1198, and IWC Wage Order No. 9-2001, § 7 or other applicable IWC Wage Orders. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the

1 failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to
2 list the true “total hours worked by the employee,” and the failure to list the true net wages
3 earned.

4 82. As a result of Defendants’ violation of California Labor Code § 226(a),
5 Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

6 83. Specifically, Plaintiff and the members of the Class have been injured by
7 Defendants’ intentional violation of California Labor Code § 226(a) because they were
8 denied both their legal right to receive, and their protected interest in receiving, accurate,
9 itemized wage statements under California Labor Code § 226(a).

10 84. Calculation of the true wage entitlement for Plaintiff and the Class is difficult
11 and time consuming. As a result of this unlawful burden, Plaintiff and the Class were also
12 injured as a result of having to bring this action to attempt to obtain correct wage
13 information following Defendants’ refusal to comply with many of the mandates of
14 California’s Labor Code and related laws and regulations.

15 85. Plaintiff and the Class are entitled to recover from Defendants their actual
16 damages caused by Defendants’ failure to comply with California Labor Code § 226(a).

17 86. Plaintiff and the Class are also entitled to injunctive relief, as well as an award
18 of attorney’s fees and costs to ensure compliance with this section, pursuant to California
19 Labor Code § 226(h).

20 **EIGHTH CAUSE OF ACTION**

21 **Against all Defendants for Violation of California’s Unfair Competition Law**

22 **(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**

23 87. Plaintiff incorporates by reference and re-alleges as if fully stated herein
24 paragraphs 1 through 40 and the other preceding paragraphs in this Complaint, which are
25 consistent with this cause of action.

26 88. Pursuant to California Business and Professions Code §§ 17200, *et seq.*,
27 sometimes called California’s Unfair Competition Law (“UCL”), California has prohibited
28 employers from engaging in unlawful, unfair or fraudulent business acts or practices, which

may include an employer's violations of the California Labor Code sections which prohibit employers from unlawfully withholding wages from an employee. Pursuant to § 17203, any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction to prevent the use or employment by any person of any practice which constitutes unfair competition, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition. Furthermore, § 17203 provides that any person may pursue representative claims or relief on behalf of others only if the claimant meets the standing requirements of Section 17204 and complies with Section 382 of the Code of Civil Procedure.

89. Defendants, and each of them, are "persons" as defined under California Business and Professions Code § 17201. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure § 1021.5.

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

Failure to Pay Minimum Wages

91. Defendants' failure to pay minimum wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business and Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

92. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or

1 unfair activity prohibited by California Business and Professions Code §§ 17200, *et seq.*

2 Failure to Maintain Accurate Records of All Hours Worked

3 93. Defendants' failure to maintain accurate records of all hours worked in
4 accordance with California Labor Code § 1174.5 and the IWC Wage Orders constitutes
5 unlawful and/or unfair activity prohibited by California Business and Professions Code §§
6 17200, *et seq.*

7 Failure to Provide Meal Periods

8 94. Defendants' failure to provide meal periods in accordance with California
9 Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes
10 unlawful and/or unfair activity prohibited by California Business and Professions Code §§
11 17200, *et seq.*

12 Failure to Authorize and Permit Rest Periods

13 95. Defendants' failure to authorize and permit rest periods in accordance with
14 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes
15 unlawful and/or unfair activity prohibited by California Business and Professions Code §§
16 17200, *et seq.*

17 Failure to Indemnify Necessary Business Expenses

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

22 Failure to Provide Accurate Itemized Wage Statements

23 97. Defendants' failure to provide accurate itemized wage statements in
24 accordance with California Labor Code § 226, as alleged above, constitutes unlawful
25 and/or unfair activity prohibited by California Business and Professions Code §§ 17200, *et*
26 *seq.*

27 98. By and through their unfair, unlawful and/or fraudulent business practices
28 described herein, the Defendants, have obtained valuable property, money and services

1 from Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all
2 persons similarly situated, of valuable rights and benefits guaranteed by law, all to their
3 detriment.

4 99. Plaintiff and the Class Members suffered monetary injury as a direct result of
5 Defendants' wrongful conduct.

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

12 101. Plaintiff, individually, and on behalf of members of the putative class, are
13 further entitled to and do seek a declaration that the above described business practices are
14 unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and
15 each of them, from engaging in any of the above-described unfair, unlawful and/or
16 fraudulent business practices in the future.

17 102. Plaintiff, individually, and on behalf of members of the putative class, have
18 no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class
19 Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent
20 business practices. As a result of the unfair, unlawful and/or fraudulent business practices
21 described above, Plaintiff, individually, and on behalf of members of the putative Class,
22 has suffered and will continue to suffer irreparable harm unless the Defendants, and each
23 of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent
24 business practices.

25 103. Plaintiff also alleges that if Defendants are not enjoined from the conduct set
26 forth herein above, they will continue to avoid paying the appropriate taxes, insurance and
27 other withholdings.

28 104. Pursuant to California Business and Professions Code §§ 17200, *et seq.*,

Plaintiff and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff, Class Members and Aggrieved Employees; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

Against all Defendants for Civil Penalties Under the Private Attorneys General Act (Cal. Lab. Code §§ 2699, *et seq.*)

105. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 40 and the other preceding paragraphs in this Complaint, which are consistent with this cause of action.

106. Pursuant to California Labor Code §§ 2698 *et. seq.*, also known as PAGA, California has stated that notwithstanding any other provision of law, any provision of the California Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of the California Labor 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 pursuant to the procedures specified in §§ 2699¹ and 2699.3.² At all times herein

¹ Pursuant to Labor Code § 2699 subdivision (a), California has stated: "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 pursuant to the procedures specified in Section 2699.3."

² Pursuant to Labor Code § 2699.5, California has stated: "The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b)

1 mentioned, Defendants were subject to the Labor Code of the State of California and the
2 applicable Industrial Welfare Commission Orders.

3 107. California Labor Code § 2699(a) specifically provides for a private right of
4 action to recover penalties for violations of the Labor Code: “Notwithstanding any other
5 provision of law, any provision of this code that provides for a civil penalty to be assessed
6 and collected by the Labor and Workforce Development Agency or any of its departments,
7 divisions, commissions, boards, agencies, or employees, for a violation of this code, may,
8 as an alternative, be recovered through a civil action brought by an aggrieved employee on
9 behalf of himself or herself and other current or former employees pursuant to the
10 procedures specified in Section 2699.3.”

11 108. Plaintiff has exhausted his administrative remedies pursuant to California
12 Labor Code § 2699.3. On January 11, 2022, Plaintiff gave written notice by online filing
13 to the Labor and Workforce Development Agency and by certified mail to Defendants of
14 the specific provisions of the Labor Code that Defendant have violated against Plaintiff
15 and certain current and former aggrieved employees, including the facts and theories to
16 support the violations. Plaintiff also paid the filing fee. Plaintiff’s PAGA case number is
17 LWDA-CM-862197-22.

18 109. More than 65 days have elapsed since Plaintiff provided notice, but the Labor
19 and Workforce Development Agency has not indicated that it intends to investigate
20 Defendants’ Labor Code violations discussed in the notice. Accordingly, Plaintiff may
21 commence a civil action to recover penalties under Labor Code § 2699, pursuant to §
22 2699.3, for the violations of the Labor Code described in this Complaint. These penalties

23 of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601,
24 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021,
25 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section
26 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3,
27 Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297,
28 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and
1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8,
1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and
1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673,
subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810,
subdivision (b) of Section 2929, and Sections 3073.4, 6310, 6311, and 6399.7.”

1 include, but are not limited to, penalties under California Labor Code §§ 210, 226.3,
2 1197.1, and 2699(f)(2).

3 110. In addition, Plaintiff seeks penalties for Defendants' violation of California
4 Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including
5 any entity, employing labor who willfully fails to maintain accurate and complete records
6 required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant
7 to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing
8 when the employee begins and ends each work period. Meal periods, and total hours
9 worked daily shall also be recorded. Additionally, pursuant to the applicable IWC Order §
10 7(A)(5), every employer shall keep total hours worked in the payroll period and applicable
11 rates of pay.

12 111. During the time period of employment for Plaintiff and the Aggrieved
13 Employees, Defendants failed to maintain records pursuant to the Labor Code and IWC
14 Orders by failing to maintain accurate records showing meal periods. Defendants' failure
15 to provide and maintain records required by the Labor Code IWC Wage Orders deprived
16 Plaintiff and the Aggrieved Employees the ability to know, understand and question the
17 accuracy and frequency of meal periods. Therefore, Plaintiff and the Aggrieved Employees
18 had no way to dispute the resulting failure to pay wages, all of which resulted in an
19 unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the
20 Aggrieved Employees have suffered and continue to suffer, substantial losses related to the
21 use and enjoyment of such wages, lost interest on such wages and expenses and attorney's
22 fees in seeking to compel Defendants to fully perform their obligations under state law, all
23 to their respective damage in amounts according to proof at trial. Because of Defendants
24 knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff
25 and the Aggrieved Employees have also suffered an injury in that they were prevented from
26 knowing, understanding, and disputing the wage payments paid to them.

27 112. Based on the conduct described in this Complaint, Plaintiff is entitled to an
28 award of civil penalties on behalf of himself, the State of California, and similarly

1 Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all,
2 is in an amount to be shown according to proof at trial. These penalties are in addition to
3 all other remedies permitted by law.

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

7 **PRAYER FOR RELIEF**

8 Plaintiff, individually, and on behalf of all others similarly situated only with respect
9 to the class claims, prays for relief and judgment against Defendant, jointly and severally,
10 as follows:

11 Class Certification

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

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

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

16 As to the First Cause of Action

17 4. That the Court declare, adjudge and decree that Defendants violated
18 California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully
19 failing to pay all minimum wages due;

20 5. For general unpaid wages as may be appropriate;

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

23 7. For liquidated damages;

24 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
25 California Labor Code § 1194(a); and

26 9. For such other and further relief as the Court may deem equitable and
27 appropriate.

28 ///

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

11. For general unpaid wages at overtime wage rates as may be appropriate;

12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and

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

As to the Third Cause of Action

15. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

16. For unpaid meal period premium wages as may be appropriate;

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

18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and

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

As to the Fourth Cause of Action

20. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

21. For unpaid rest period premium wages as may be appropriate;

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

23. For reasonable attorneys' fees under California Code of Civil Procedure §

1 1021.5, and for costs of suit incurred herein; and

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

4 As to the Fifth Cause of Action

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

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

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

11 28. For reasonable attorneys' fees and for costs of suit incurred herein; and

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

14 As to the Sixth Cause of Action

15 30. That the Court declare, adjudge and decree that Defendants violated
16 California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation
17 owed at the time of termination of the employment;

18 31. For statutory wage penalties pursuant to California Labor Code § 203 for
19 former employees who have left Defendants' employ;

20 32. For pre-judgment interest on any unpaid wages from the date such amounts
21 were due;

22 33. For reasonable attorneys' fees and for costs of suit incurred herein; and

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

25 As to the Seventh Cause of Action

26 35. That the Court declare, adjudge and decree that Defendants violated the record
27 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders,
28 and willfully failed to provide accurate itemized wage statements thereto;

36. For penalties and actual damages pursuant to California Labor Code § 226(e);

37. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

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

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

As to the Eighth Cause of Action

40. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked (including minimum and overtime wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, and failing to maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify necessary business expenses;

41. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

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

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

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

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

As to the Ninth Cause of Action

46. That the Court declare, adjudge and decree that Defendants violated the

California Labor Code by failing to pay all wages owed, including overtime, failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to indemnify necessary business expenses, failing to timely pay final wages at termination, and failing to provide accurate itemized wage statements;

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

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

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

As to all Causes of Action

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

Dated: June 2, 2022

Respectfully submitted,
MOON & YANG, APC

By: /s/ Roy K. Suh
KANE MOON
ROY K. SUH

Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: June 2, 2022

MOON & YANG, APC

By: /s/ Roy K. Suh
KANE MOON
ROY K. SUH

Attorneys for Plaintiff