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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

SPYNSIR TUCKER, for herself, all other  
similarly-situated individuals and the general  
public,

Plaintiff,

v.

ZUM SF, INC., ZUM SERVICES, INC.,  
RITU NARAYAN, ABHISHEK GARG AND  
VIVEK GARG,

Defendants.

Case No. CGC-22-598935

**FIRST AMENDED CLASS ACTION  
COMPLAINT**

- 1) Rest Period Violations Under The California Labor Code;
- 2) Failure To Pay Minimum Wages In Violation Of The California Labor Code;
- 3) Failure To Provide Accurate Wage Statements In Violation Of The California Labor Code;
- 4) Failure To Timely Pay All Wages Due And Owing In Violation Of The

**ELECTRONICALLY  
FILED**

*Superior Court of California,  
County of San Francisco*

**01/29/2025**  
**Clerk of the Court**  
BY: EDWARD SANTOS  
Deputy Clerk

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- California Labor Code;
- 5) Unfair Business Practices;
- 6) Private Attorneys General Act (“PAGA”) Violations;
- 7) California Invasion Of Privacy Act Violation;
- 8) Invasion Of Privacy In Violation Of The Common Law Tort Of Intrusion;
- 9) Invasion Of Privacy In Violation Of The California Constitution,
- 10) Failure To Provide Meal Periods Under The California Labor Code;
- 11) Failure To Accurately Record And Pay Sick Leave Under The California Labor Code;
- 12) Failure To Pay Overtime Compensation Under The California Labor Code; And
- 13) Failure To Reimburse Business Expenses Under The California Labor Code.

**JURY TRIAL DEMANDED**

1. Plaintiff SPYNSIR TUCKER (“Plaintiff”), for herself, all other similarly-situated and typical individuals, and the general public, hereby makes the following allegations against ZUM SF, INC., ZUM SERVICES, INC., RITU NARAYAN, ABHISHEK GARG, and VIVEK GARG (“Defendants”) concerning her acts and status upon actual knowledge and concerning all other matters upon information, belief and the investigation of her counsel, with each allegation being likely to have evidentiary support after a reasonable opportunity for further investigation and discovery:

**NATURE OF THE ACTION**

2. Zum SF, Inc. and Zum Services, Inc. are companies that, working together and with shared ownership and control, provide student transportation services to schools in and around San Francisco, Los Angeles, and San Diego, California. Defendants employ drivers to provide these services. Defendants typically assign Zum drivers to work a split-shift schedule that includes a

1 morning route (driving an assigned route to pick up children at their homes and take them to  
2 school), a split-shift break (free time in which drivers have no work-related responsibilities and are  
3 not paid any wages) and an afternoon route (picking-up children from school and driving an  
4 assigned route to take them home).

5 3. Plaintiff brings this action to redress common policies and practices that violate the  
6 California Labor Law and the California Business and Professions Code by, among other things  
7 (and as further referenced below): (i) requiring Zum drivers to engage in work-related activities  
8 before clocking-in for their morning route and after clocking-out for their afternoon route,  
9 preventing Defendants' drivers from logging this work for payroll purposes and failing to pay Zum  
10 drivers any wages for this work, which is performed with Defendants' knowledge and for  
11 Defendants' benefit; and (ii) failing to offer or provide Zum drivers rest breaks during their  
12 workday.

13 4. Plaintiff also brings this action to redress common policies and practices that violate  
14 California privacy laws by, among other things, representing that video cameras installed in Zum  
15 drivers' vehicles only worked when the vehicle engine was running, giving Zum drivers an  
16 expectation of privacy during their split-shift breaks but in truth, causing these cameras to record  
17 continuously, intruding on Zum drivers' personal autonomy, dignity, and serenity during their split-  
18 shift breaks. Defendants' conduct in this regard is highly offensive to a reasonable person because  
19 despite affirmatively representing that time spent in their vehicles during split-shift breaks would  
20 be private, Defendants intentionally recorded drivers' break time activities and continued to do so  
21 even after learning they were routinely capturing drivers engaging in personal and private activities.

### 22 **JURISDICTION AND VENUE**

23 5. The Superior Court of the State of California, for the County of San Francisco, has  
24 original jurisdiction over the state law claims alleged herein pursuant to the California Constitution.

25 6. Venue is proper in this Court because the Named-Plaintiff lives in, and performed  
26 work for Defendants in this judicial District.

### 27 **PARTIES**

28 7. Plaintiff Spynsir Tucker is an individual who resides in San Francisco, California,

1 and has worked as an hourly-paid Zum driver from a depot in San Francisco, California, since  
2 approximately August 1, 2021. Plaintiff is personally familiar with and has been personally affected  
3 by, the policies and practices described in this Complaint as a result of her employment with  
4 Defendants.

5 8. Zum SF, Inc. is a student transportation company based at 275 Shoreline Dr., Ste.  
6 200 in Redwood City, CA. *See* <https://www.linkedin.com/company/ridezum/about/> (accessed Feb.  
7 4, 2022). Zum, Inc. provides student transportation services in and around San Francisco, Los  
8 Angeles and San Diego, California. *See* <https://www.ridezum.com/service-areas.html> (accessed  
9 Feb. 4, 2022).

10 9. Zum Services, Inc. is a company based at 275 Shoreline Dr., Ste. 200 in Redwood  
11 City, CA, that designs and develops application software to determine and schedule school bus  
12 routes and track rides in progress. *See* <https://www.bloomberg.com/profile/company/1534446D:US>  
13 (accessed Feb. 4, 2022); [https://www.bbb.org/us/ca/redwood-city/profile/transportation /zum-](https://www.bbb.org/us/ca/redwood-city/profile/transportation/zum-services-inc-ridezumcom-1116-548620)  
14 [services-inc-ridezumcom-1116-548620](https://www.bbb.org/us/ca/redwood-city/profile/transportation/zum-services-inc-ridezumcom-1116-548620) (accessed Feb. 4, 2022).

15 10. Ms. Ritu Narayan is the CEO of Zum and an adult resident of California. *See*  
16 <https://www.linkedin.com/in/ritunarayan/> (accessed Feb. 24, 2022);  
17 [https://www.corporationwiki.com/p/2kvphi/zum-services-inc #people](https://www.corporationwiki.com/p/2kvphi/zum-services-inc#people) (accessed Feb. 24, 2022).

18 11. Abhishek Garg is the CTO of Zum and an adult resident of California. *See*  
19 [https://www. LinkedIn.com /in/abhishekgarg/](https://www.linkedin.com/in/abhishekgarg/) (accessed February 24, 2022); [https://www.corp](https://www.corporationwiki.com/p/2kvphi/zum-services-inc#people)  
20 [orationwiki.com/p/2kvphi/zum-services-inc# people](https://www.corporationwiki.com/p/2kvphi/zum-services-inc#people) (accessed February 24, 2022).

21 12. Vivek Garg is the COO of Zum and an adult resident of California. *See*  
22 <https://www.linkedin.com/in/vivekgarg2/> (accessed February 24, 2022);  
23 [https://www.corporationwiki.com/p/2kvphi/zum-services-inc# people](https://www.corporationwiki.com/p/2kvphi/zum-services-inc#people) (accessed February 24,  
24 2022).

### 25 **JOINT EMPLOYMENT ALLEGATIONS**

26 13. Throughout the relevant period, Zum SF, Inc. and Zum Services, Inc. have been  
27 integrated enterprises with inter-related operations, systems, policies, and practices, and Ritu  
28 Narayan, Abhishek Garg, and Vivek Garg have worked jointly and in concert as each other's agents

1 and principals, to control virtually every aspect of the day-to-day work performed by Zum drivers,  
2 including, but not limited to:

3 a. Determining where Zum would provide transportation services and  
4 determining its staffing levels;

5 b. Setting common criteria for hiring and firing Zum drivers and controlling  
6 their hiring and termination decisions;

7 c. Promulgating common job descriptions for Zum drivers, containing their  
8 duties and responsibilities;

9 d. Assigning Zum drivers' work schedules;

10 e. Promulgating common wage and hour policies and practices for Zum  
11 drivers;

12 f. Promulgating a common employee code of conduct for Zum drivers;

13 g. Setting the standards used to evaluate Zum drivers' work;

14 h. Determining the vehicles, equipment, and technology Zum drivers used to  
15 perform their assigned duties and how Zum drivers would use these vehicles, equipment, and  
16 technology to perform their assigned duties;

17 i. Training Zum drivers about their job duties and responsibilities and the  
18 policies and practices applicable to their work;

19 j. Establishing the electronic databases, programs, software, and systems used  
20 to enable and support Zum drivers' work;

21 k. Promulgating policies requiring Zum drivers to record their daily start-time  
22 for payroll purposes immediately before beginning their morning route and record their daily end-  
23 time for payroll purposes immediately after completing their post-trip inspection;

24 l. Promulgating a timekeeping policy that does not cause or allow Zum drivers  
25 to record their required pre-shift or post-shift work for payroll purposes;

26 m. Promulgating payroll policies and procedures that pay Zum drivers all  
27 legally required wages for all hours worked between their daily time punches, but no wages for the  
28 pre-shift and post-shift work they are required to perform each day;

1           n.       Setting, calculating, and paying the wages provided to Zum drivers; and  
2           o.       Engaging in additional joint activities relating to Zum drivers' training,  
3 supervision, work, timekeeping, and wages.

4           14.     Throughout the relevant period, Zum drivers' work jointly benefitted Defendants.

5           15.     Throughout the relevant period, by virtue of their extensive, regular, and shared  
6 control over all Zum drivers and their work, Defendants have been joint employers under the  
7 California Labor Law, the California Business and Professions Code, and California privacy laws  
8 and are jointly, severally and personally responsible for Plaintiff's claims and damages.

9                                   **STATEMENT OF COMMON FACTS**

10          16.     Defendants employ hourly, non-exempt drivers who, among other things, operate  
11 and maintain Defendants' vehicles, provide safe, high-quality transportation services to  
12 Defendants' customers, perform pre- and post-trip vehicle inspections, complete written reports  
13 concerning passengers, accidents, and incidents, and provide excellent customer service.

14          17.     Defendants maintain common compensation, hours of work, scheduling, and  
15 timekeeping policies and procedures for their hourly, non-exempt drivers, who are typically  
16 assigned to work approximately 32-36 hours each week, meaning that the unpaid pre-shift and post-  
17 shift work sought in this action is owed at a straight-time rate or, at the very least, a minimum wage  
18 rate.

19                                   ***Unpaid Pre-Shift Work***

20          18.     Defendants assign their drivers a route start-time each day (*e.g.*, 6:30 a.m.) that  
21 represents the time they are expected to drive their vehicle out of their depot to begin their morning  
22 route. If drivers do not drive their vehicle out of their depot by their scheduled route start-time, they  
23 are marked late and subject to progressive discipline up to and including termination.

24          19.     To begin their morning route on time, Defendants' drivers must arrive at their depot  
25 at least 20-30 minutes early to perform work-related activities that include: walking from the  
26 parking lot to the dispatch office to receive their vehicle assignment and keys, walking back from  
27 the dispatch office to the parking lot to find their assigned vehicle, completing an extensive pre-  
28 trip inspection, warming-up their bus, starting-up their on-board electronic tablet, recording their

1 daily start-time for payroll purposes and pulling their vehicle out of the depot to begin their route.

2 20. Following this required procedure causes Defendants' drivers to routinely record  
3 daily start-times that are at least 20-30 minutes after the time they actually started working each  
4 day, meaning that Defendants do not track – or pay their drivers to perform – approximately 1.7 to  
5 2.5 hours of pre-shift work each week.

6 21. Defendants know their drivers are performing unpaid pre-shift work because they:  
7 set drivers' scheduled start-times, set drivers' pre-trip routine, including all tasks to be done,  
8 interact with drivers during their pre-trip routine, and train drivers that they may only log-in using  
9 their on-board electronic tablets after completing their daily pre-trip routine and immediately before  
10 pulling out of the parking lot to begin their route.

11 22. Throughout her employment, Plaintiff has spoken to other Zum drivers about  
12 performing unpaid pre-shift work. Based on these discussions, Plaintiff has learned that  
13 Defendants' failure to track time or pay wages for pre-shift work are significant problems about  
14 which drivers routinely complain, both among each other and to management.

15 ***Unpaid Post-Shift Work***

16 23. As soon as they return their vehicle to the depot at the end of their route, Defendants'  
17 drivers park their vehicle, turn off their vehicle, record their mileage, complete their post-trip  
18 inspection and use their on-board electronic tablet to record their daily end-time for payroll  
19 purposes.

20 24. After Defendants' drivers are "off-the-clock" for payroll purposes, they are required  
21 to perform additional work-related activities that include: shutting down and securing their on-  
22 board electronic tablet, walking from their parking space to the dispatch office, waiting in line to  
23 turn-in their keys and paperwork, turning-in their keys and paperwork to the dispatcher, checking  
24 with their manager and addressing any work-related issues their manager may raise.

25 25. Following this required procedure causes Defendants' drivers to record daily end-  
26 times that are at least 15-20 minutes before the time they actually finish working each day, meaning  
27 that Defendants do not track – or pay their drivers to perform – roughly 1.25 to 1.7 hours of post-  
28 shift work each week.



1           26. Defendants know their drivers are performing unpaid post-shift work because they:  
2 set drivers' post-trip routine, including all tasks to be done, interact with drivers during their post-  
3 trip routine, and train drivers that they must log-out using their on-board electronic tablets  
4 immediately after completing their daily post-trip routine on the bus, but before they leave the  
5 vehicle to complete the rest of their required work.

6           27. Throughout her employment, Plaintiff has spoken to other Zum drivers about  
7 performing unpaid post-shift work. Based on these discussions, Plaintiff has learned that  
8 Defendants' failure to track time or pay wages for post-shift work are significant problems about  
9 which drivers routinely complain, both among each other and to management.

10                                   ***Invasion of Privacy / Intrusion Upon Seclusion***

11           28. In the week before Defendants begin operations in a new location, they hold a  
12 "Dress Rehearsal Week" that includes a mandatory, in-person meeting with Zum's CEO, CTO and  
13 COO.

14           29. During these meetings, Zum's officers announce that all vehicles will be equipped  
15 with three interior video cameras, one in the front and two in the rear. Zum's officers claim these  
16 cameras have only two purposes: to ensure safe driving by discouraging drivers from using their  
17 phones while on the road; and to inform any complaints about driver behavior.

18           30. During these meetings, drivers inevitably raise concerns about having their private  
19 activities recorded during split-shift breaks.

20           31. During these meetings, Zum's CTO answers these concerns by explaining that the  
21 interior video cameras are "smart cameras" that stop recording within 30 seconds of the vehicle  
22 engine being turned off, so do not record drivers' private activities in the vehicle during split-shift  
23 breaks.

24           32. Following these meetings, Defendants reinforce this explanation with other  
25 communications and training that describe the "sole aims" of their interior cameras as being to  
26 ensure safe driving by discouraging drivers from using their phones while on the road and to inform  
27 any complaints about driver behavior.

28           33. By making these statements in the Dress Rehearsal Week meeting and thereafter,



1 Defendants intentionally give all Zum drivers a reasonable expectation that any activities they  
2 perform in their vehicle during split-shift breaks with the motor turned off are private.

3 34. After they finish their morning route, Defendants' drivers' clock-out with their  
4 onboard electronic tablets and begin their split-shift break, typically a four-hour period that ends  
5 when they clock-in for their afternoon route.

6 35. During their split-shift break, although Defendants' drivers retain possession of their  
7 vehicle, they are off-duty, have no interaction with students, and do not transport any passengers.

8 36. Because most of Defendants' drivers live too far from their depot to drive home and  
9 back before their afternoon shift, they typically spend their split-shift break in their vehicle,  
10 engaging in activities like making personal phone calls (including to family members, healthcare  
11 providers, union representatives, co-workers, and lawyers), sleeping, running errands, going to the  
12 gym and changing clothes.

13 37. Drivers have a reasonable expectation of privacy in the time they spend on their  
14 vehicles during split-shift breaks because of Defendants' representations that the Company's  
15 interior video cameras do not record when the vehicle engine is turned off and the Company's  
16 consistent public statements recognizing that drivers engage in personal and private activities on  
17 their vehicles during split-shift breaks and acknowledging that they are entitled to do so without  
18 having those activities recorded.

19 38. In direct contradiction to their consistent public statements, Defendants actually  
20 cause the interior video cameras in their vehicles to record continuously throughout the day,  
21 including during drivers' split shift breaks when their vehicle engines are turned off, capturing all  
22 of their drivers' personal and private activities.

23 39. Defendants' conduct is highly offensive to a reasonable person because it occurred  
24 after Defendants expressly, publicly, and repeatedly acknowledged drivers' need and right to  
25 engage in personal, private activities during their split-shift breaks.

26 40. Defendants' conduct is highly offensive to a reasonable person because it occurred  
27 during a time that drivers were off-duty, off-the-clock, and supposedly free to use their time as they  
28 chose.

1           41. Defendants' conduct is highly offensive to a reasonable person because their interest  
2 in ensuring safe driving or discouraging drivers from using their phones while on the road could  
3 not be served by monitoring drivers' conduct during split-shift breaks.

4           42. Defendants' conduct is highly offensive to a reasonable person because their interest  
5 in informing complaints about driver behavior could not be served by monitoring drivers' conduct  
6 during split-shift breaks.

7           43. Defendants' conduct is highly offensive to a reasonable person because it involves  
8 an intentionally concealed, surreptitious intrusion into drivers' personal autonomy, dignity, and  
9 serenity.

10          44. Defendants' conduct is highly offensive to a reasonable person because they  
11 continued to record drivers' split shift breaks despite knowing they were routinely capturing drivers  
12 engaging in personal, private activities like making personal phone calls (including to family  
13 members, healthcare providers, union representatives, co-workers, and lawyers), sleeping, running  
14 errands, going to the gym and changing clothes.

15                                   **CALIFORNIA CLASS ACTION ALLEGATIONS**

16          45. Plaintiff re-alleges and incorporates by this reference all the paragraphs above in  
17 this Complaint as though fully set forth herein.

18          46. Plaintiff brings this action for herself and, under California Code of Civil Procedure  
19 § 385, as a class action on behalf of the following similarly situated and typical persons:

20                   All non-exempt employees who have worked for Zum SF, Inc. in a  
21 driver position in California at any time within four (4) years from  
22 the date of filing this complaint through the date of any judgment  
entered in this action (the "Class").

23          47. Plaintiff reserves the right to revise this definition, or propose any appropriate sub-  
24 class(es), as needed in response to any facts learned through discovery, legal arguments advanced  
25 by Defendant, or otherwise.

26          48. Class treatment is appropriate in this action because:

27               a.       The Class is Sufficiently Numerous: Defendants have employed hundreds of  
28 people in non-exempt driver positions in California during the relevant period. Because Defendants

1 must keep accurate payroll records for all these employees, these records will permit identification  
2 of the Class members and demonstrate their numerosity. Moreover, the common disposition of all  
3 Class members' claims by way of a class action will provide substantial benefits, economies, and  
4 savings to the Parties and the Court.

5           b.       Common Questions of Law and Fact Exist: Common questions of law and  
6 fact exist and predominate as to Plaintiff and the Class members, including but not limited to:  
7 whether Defendants maintain common policies and practices of not offering and/or providing  
8 required rest periods or meal periods to their drivers; whether Defendants maintain common  
9 policies and practices that do not allow their drivers to accurately record all of their hours worked,  
10 including but not limited to pre- and post-shift work time; whether Defendants have knowingly  
11 failed to pay their drivers all wages owed for the work they have actually performed; and whether  
12 Defendants have violated their drivers' privacy rights by making video recordings of their activities  
13 during split-shift breaks after representing that the cameras in their busses would only record when  
14 the vehicle engine was running. The legality of Defendants' policies and practices will be  
15 determined by applying generally applicable legal principles to common evidence.

16           c.       Plaintiff's Claims are Typical of Those Belonging to the Class members:  
17 Plaintiff worked for the same employer as the other Class members, held a driver position similar  
18 to other Class members, performed the same work as the other Class members, worked the same  
19 schedule as the other Class members, was governed by the same policies and practices as the other  
20 Class members, received the same representations concerning the operation of Defendants' video  
21 cameras as the other Class members and had her privacy intruded upon during her split-shift breaks  
22 just like the other Class members. As such, Plaintiff does not have any interests that conflict with  
23 the interests of the other Class members.

24           d.       Plaintiff is an Adequate Class Representative: Plaintiff will fairly and  
25 adequately protect and represent the interests of the Class because she is a member of the Class,  
26 has issues of law and fact in common with the Class members, has interests that are not antagonistic  
27 to the Class members, is committed to the vigorous prosecution of this lawsuit and has retained  
28 counsel who are competent and experienced in the litigation of complex class action matters.

1 e. Predominance and Superiority: Class claims predominate, and a class action  
2 is superior to other available means for the fair and efficient adjudication of the controversies  
3 presented in this action because Plaintiff and the Class members have been harmed and are entitled  
4 to pursue recovery of their damages, by reason of Defendants' common, illegal course of conduct.  
5 The relatively low value of the claims presented here will not result in the prosecution of individual  
6 claims by the majority of Class members and even if this occurred, the prosecution of individual  
7 claims would tend to establish inconsistent standards of conduct for Defendants and result in the  
8 impairment of Class members' rights and the disposition of their interests through separate actions.

### 9 **FIRST CAUSE OF ACTION**

#### 10 **Rest Period Violations under the California Labor Code**

#### 11 **(For Plaintiff and all Class members against Defendants)**

12 49. Plaintiff re-alleges and incorporates by reference the allegations contained in the  
13 preceding paragraphs as though fully set forth herein.

14 50. Under California law, rest periods are considered hours worked for which  
15 compensation must issue.

16 51. California Labor Code § 226.7(b) provides: "An employer shall not require an  
17 employee to work during a... rest or recovery period mandated pursuant to an applicable statute,  
18 or... order of the [IWC]."

19 52. California Labor Code § 226.7(c) provides: "If an employer fails to provide an  
20 employee a... rest or recovery period in accordance with a state law... the employer shall pay the  
21 employee one additional hour of pay at the employee's regular rate of compensation for each  
22 workday that the... rest or recovery period is not provided."

23 53. Wage Order No. 9 provides: "Every employer shall authorize and permit all  
24 employees to take rest periods, which insofar as practicable shall be in the middle of each work  
25 period. The authorized rest period time shall be based on the total hours worked daily at the rate of  
26 ten (10) minutes net rest time per four (4) hours or major fraction thereof." IWC Wage Order 9-  
27 2001, § 12 (emphasis added); Cal. Code Regs., 8 § 11090(12)(A).

28 54. Wage Order No. 9 further requires an employer who fails to provide an employee a

rest period in accordance with the wage order's provisions to pay the employee one hour of pay at the employee's regular rate of compensation for each workday the employer did not provide the employee with the rest period. Cal. Code Regs., 8 § 11090(12)(B).

55. The number of required rest breaks depends upon the total daily hours worked, as set forth below:

| Hours Worked     | Number of 10 Minute Rest Breaks |
|------------------|---------------------------------|
| 0 to 3:29 hours  | 0                               |
| 3:30 to 6 hours  | 1                               |
| 6:01 to 10 hours | 2                               |

56. Defendants scheduled Plaintiff and the Class members to work a split-shift schedule consisting of a morning route lasting approximately 3-4 hours and an afternoon route lasting approximately 3-4 hours. Therefore, Plaintiffs and members of the Class regularly worked in excess of six (6) hours per workday and, thus, were legally required to receive two (2) ten (10) minute paid rest breaks.

57. Defendants did not offer or provide Plaintiff or the Class members with a rest break of any length during either their morning route or their afternoon route and, in fact, required Plaintiff and the Class members to work continually through these routes with no rest breaks. Defendants also did not pay Class members split shift premiums as provided by California Labor Code § 4853.

58. Defendants failed to properly calculate the rest break premium rate of pay by failing to incorporate all remuneration when calculating the correct rest break premium rate of pay.

59. For Defendants' violation of California Labor Code § 226.7(b)-(c) and Wage Order No. 9, and for failing to offer and/or provide Plaintiff and members of the Class any rest breaks during their employment, Plaintiff and the Class members seek to recover 20 minutes of unpaid rest break work per day (paid at their regular rate) plus a penalty of one hour's pay for each workday they were denied a rest period, together with plus attorney's fees, costs and interest.

## SECOND CAUSE OF ACTION

### **Failure to Pay Minimum Wages in Violation of the California Labor Code**

1                                   **(For Plaintiff and all Class members against Defendants)**

2           60.     Plaintiff re-alleges and incorporates by reference the allegations contained in the  
3 preceding paragraphs as though fully set forth herein.

4           61.     California Labor Code § 1194 provides that “Notwithstanding any agreement to  
5 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal  
6 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid  
7 balance of the full amount of this minimum wage or overtime compensation, including interest  
8 thereon, reasonable attorney’s fees, and costs of suit.”

9           62.     California Labor Code § 1197 empowers the Industrial Welfare Commission to fix  
10 the minimum wage and states that “the payment of a less wage than the minimum so fixed is  
11 unlawful.”

12          63.     Section 4 of Wage Order No. 9 requires Defendant to pay its employees minimum  
13 wages for all hours worked.

14          64.     Because Defendants failed to pay Plaintiffs and Class members any wages for “off-  
15 the-clock” work they performed each week, among other things, Defendants failed to provide  
16 Plaintiffs and Class members with the required minimum wage for these hours.

17          65.     For Defendants’ violation of California Labor Code §§ 1194 and 1197, Plaintiff and  
18 the Class members seek their full minimum unpaid wages and civil penalties under Labor Code §  
19 1197.1 and § 2699 including \$100 for the first minimum wage violation and \$250 for each  
20 subsequent minimum wage violation plus civil penalties under Labor Code § 558 including \$50 for  
21 the first minimum wage violation and \$100 for each subsequent minimum wage violation and  
22 liquidated damages under Labor Code § 1194.2(a) in an amount equal to their withheld wages plus  
23 interest.

24                                   **THIRD CAUSE OF ACTION**

25                   **Failure to Provide Accurate Wage Statements in Violation of the California Labor Code**

26                                   **(For Plaintiff and all Class members against Defendants)**

27          66.     California Labor Code § 226(a) requires employers to provide every employee with  
28 an accurate, itemized, written statement showing, among other things, the name and address of the

1 employer, gross wages, net wages, the total hours each employee has worked in each pay period,  
2 and the number of hours worked at each hourly rate.

3 67. Defendants did not provide Plaintiff or the Class members with a wage statement  
4 meeting the requirements of California Labor Code § 226(a) because, among other things, they  
5 knowingly and intentionally maintained common policies and practices that prevented Plaintiffs  
6 and the Class members from tracking or recording any of the time they worked before their morning  
7 shift or after their afternoon shift for payroll purposes and failed to provide them with legally  
8 required rest and meal breaks.

9 68. Defendants did not provide Plaintiff or the Class members with a wage statement  
10 meeting the requirements of California Labor Code § 226(a), because, among other things, they  
11 knowingly and intentionally provided Plaintiffs and the Class members with common training that  
12 led them not to track or record any of the time they worked before their morning shift or after their  
13 afternoon shift for payroll purposes and failed to provide them with legally required rest breaks or  
14 meal periods, among other things.

15 69. Defendants' knowing and intentional failure to comply with California Labor Code  
16 § 226(a) resulted in the production of wage statements that did not include required elements such  
17 as the name and address of the employer, gross wages, net wages, all the hours Plaintiff and the  
18 Class members actually worked, the rates of pay owed for those hours, or the rest or meal breaks  
19 missed, among other things. These omissions prevented Plaintiff and the Class members from  
20 knowing the total number of hours they actually worked each week, calculating the value of their  
21 correct wage payments, or pursuing recovery of the total wages and premium payments they should  
22 have earned, among other things.

23 70. For Defendants' violation of California Labor Code § 226(a), Plaintiff and the Class  
24 members seek injunctive relief requiring Defendants to provide legally compliant wage statements,  
25 statutory damages of \$50 per employee for the initial violation, and \$100 per employee for each  
26 subsequent violation under Labor Code § 226E and civil penalties of \$250 per employee per  
27 violation under Labor Code § 226.3.

28 **FOURTH CAUSE OF ACTION**



1 **Failure to Timely Pay All Wages Due and Owing in Violation of the California Labor Code**

2 **(For Plaintiff and all Class members against Defendants)**

3 71. Plaintiff re-alleges and incorporates by reference the allegations contained in the  
4 preceding paragraphs as though fully set forth herein.

5 72. California Labor Code § 201(a) provides that, upon discharging an employee, the  
6 employer must immediately pay that (former) employee all wages earned and unpaid at the time of  
7 discharge, including overtime wages, minimum wages, split shift wages, reporting time wages,  
8 statutory sick pay, vacation, bonuses, commissions, and incentive pay.

9 73. California Labor Code § 202(a) provides that, when an employee quits their  
10 position, all wages earned and unpaid must be paid within 72 hours.

11 74. California Labor Code § 204 provides that employees must be paid twice during  
12 each calendar month on regular paydays.

13 75. Defendants did not provide any of the Class members who are their former  
14 employees with timely wages during employment or upon separation as required by California  
15 Labor Code § 201(a), § 202(a), or § 204 because they knowingly and intentionally maintained  
16 common policies and practices that prevented Plaintiffs and the Class members from tracking or  
17 recording all their worked time, so did not pay – and still have not paid – any wages to any employee  
18 for this work.

19 76. Defendants did not provide any of the Class members who are their former  
20 employees with timely wages during employment or upon separation as required by California  
21 Labor Code § 201(a), § 202(a), or § 204 because they knowingly and intentionally provided  
22 Plaintiffs and the Class members with common training that led them not to track or record any of  
23 the time they worked before their morning shift or after their afternoon shift for payroll purposes,  
24 so did not pay – and still have not paid – any wages to any employee for this work

25 77. Defendants did not provide any of the Class members who are their former  
26 employees with separation wages as required by California Labor Code § 201(a) or § 202(a),  
27 because they knowingly and intentionally failed to provide Plaintiff and the Class members with  
28 required rest or meal periods, or pay any wages for the work performed during their missed rest or

1 meal periods, among other things.

2 78. Defendants' knowing and intentional failure to comply with California Labor Code  
3 § 201(a), § 202(a), or § 204 has caused the Class members who are their former employees not to  
4 be timely paid the wages owed to them during employment or upon separation.

5 79. For Defendants' violation of California Labor Code § 201(a) and § 202(a), the Class  
6 members who no longer work for Defendants each seek statutory damages measured by 30 days'-  
7 worth of wages under Labor Code § 203(a).

## 8 **FIFTH CAUSE OF ACTION**

### 9 **Unfair Business Practices**

#### 10 **(For Plaintiff and all Class members against Defendants)**

11 80. Plaintiff re-alleges and incorporates by reference the allegations contained in the  
12 preceding paragraphs as though fully set forth herein.

13 81. The Unfair Competition Law generally prohibits: "any unlawful, unfair or  
14 fraudulent business act or practice." Bus. & Prof. Code § 17200. "Any business act or practice that  
15 violates the Labor Code through failure to pay wages is, by definition, an unfair business practice."  
16 *Cortez v. Purolator Air Filtration Prods. Co.*, 23 Cal. 4th 163, 178 (2000).

17 82. Earned wages and rest and meal period premiums that are due and payable under  
18 the Labor Code are recoverable as restitution under the UCL not only because those wages are  
19 property belonging to the employee that have been unwillingly surrendered as the result of an unfair  
20 business practice but also because Defendants' failure to pay those wages unfairly decreased its  
21 labor costs and provided it with an unfair advantage in competing with other companies that pay  
22 their employees all earned wages in accordance with the Labor Code.

23 83. Defendants violated the Labor Code, and thereby the UCL, by knowingly and  
24 intentionally maintaining common policies and practices that prevented Plaintiffs and the Class  
25 members from tracking or recording any of the time they worked before their morning shift or after  
26 their afternoon shift for payroll purposes so did not pay any wages for this work, among other  
27 things.

28 84. Defendants also violated the Labor Code, and thereby the UCL, by knowingly and

intentionally maintaining common policies and practices that failed to offer or provide Plaintiffs and the Class members with legally compliant rest breaks or meal periods.

85. As a result, Plaintiffs and Class members seek injunctive relief requiring Defendants to cease the business practices described in this Complaint and restitution of all wages owed for the unpaid pre-shift and post-shift work, all their rest break wages, and rest break and meal period premium payments, that are owed to Plaintiffs and the Class members. *Clark v. Superior Court*, 50 Cal. 4th 605, 610 (2010).

## SIXTH CAUSE OF ACTION

### **Private Attorneys General Act Violation**

**(For Plaintiff, aggrieved employees, and the State of California against Defendants)**

86. Plaintiff re-alleges and incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

87. Labor Code § 2699(a) states:

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.

88. Plaintiff and all Class members who were employed by Defendants at any time within one (1) year of the filing of the PAGA letter are “aggrieved employees” as that term is defined in the California Labor Code Private Attorney General Act of 2004, because they are current or former employees of the alleged violator and against whom one or more of the alleged violations was committed.

89. Plaintiff filed the requisite letter to California’s Labor Workforce Development Agency (“LWDA”) on March 15, 2022, pursuant to California Labor Code § 2699, *et seq*, and filed an amended letter with the LWDA on September 10, 2024.

90. Plaintiff brings this action for herself and all aggrieved employees who were subject to Defendants’ failure to pay Plaintiff and aggrieved employees for all hours they worked at the

1 applicable minimum, regular, and overtime wage rate; its failure to comply with California's meal  
2 and rest break laws; its failure to provide accurate wage statements; and its failure to pay Plaintiff  
3 and aggrieved employees who are former employees all their wages due and owing upon  
4 termination, among other things.

5 91. Plaintiff, for herself and in a representative capacity for all Class members, demands  
6 the maximum civil penalties specified in Labor Code § 2699 in the amount of one hundred dollars  
7 (\$100) for Plaintiff and each aggrieved employee per period for the initial violation and two  
8 hundred dollars (\$200) per pay period for each subsequent violation, or in the amounts as otherwise  
9 provided for civil penalties by statute, for violations of Labor Code §§ 201, 202, 203, 204, 210,  
10 223, 226, 226.7, 227.3, 246, 247.5, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 2802, and  
11 Wage Order No. 9.

12 92. These penalties are recoverable in addition to any other civil penalty separately  
13 recoverable by law.

## 14 SEVENTH CAUSE OF ACTION

### 15 California Invasion Of Privacy Act Violation

#### 16 (For Plaintiff and all Class members against Defendants)

17 93. Plaintiff re-alleges and incorporates by reference the allegations contained in the  
18 preceding paragraphs as though fully set forth herein.

19 94. The California Invasion of Privacy Act ("CIPA") is California's anti-wiretapping  
20 and anti-eavesdropping statute and is designed to protect the right of privacy.

21 95. Defendants knowingly and intentionally violated the privacy protections afforded  
22 under CIPA by installing video cameras in their vehicles that made continuous electronic audio and  
23 video recordings of Plaintiff's and the Class members' private communications and activities  
24 without their consent.

25 96. Plaintiff's and the Class members' recorded communications and activities were  
26 private and confidential, because they occurred in circumstances reasonably indicating they were  
27 intended to be private. These circumstances include that Defendants had affirmatively represented  
28 that the video cameras installed on their vehicles would operate only when the vehicle engines were

1 turned on. Since Plaintiff and the Class members routinely engaged in private communications with  
2 family members, healthcare providers, union representatives, co-workers and lawyers during their  
3 split-shift breaks – while they were off-duty, off-the-clock and had their vehicle engine turned off  
4 – they had an objectively reasonable expectation that their communications and activities were not  
5 being recorded.

6 97. For knowingly and intentionally recording confidential communications protected  
7 by CIPA § 632 without their consent, Plaintiffs and the Class members seek injunctive relief  
8 requiring Defendants to cease recording their communications and actions during split-shift breaks  
9 and statutory damages of \$5,000 for each of Defendants’ violations under Cal. Penal Code § 637.2.

## 10 EIGHTH CAUSE OF ACTION

### 11 **Invasion Of Privacy In Violation Of The Common Law Tort Of Intrusion**

#### 12 **(For Plaintiff and all Class members against Defendants)**

13 98. Plaintiff re-alleges and incorporates by reference the allegations contained in the  
14 preceding paragraphs as though fully set forth herein.

15 99. California’s common law tort of intrusion protects others from intentionally  
16 intruding into a place, conversation, or matter as to which another has a reasonable expectation of  
17 privacy.

18 100. Defendants intentionally intruded into a place, conversation, or matter as to which  
19 Plaintiff and the Class members has a reasonable expectation of privacy because Defendants  
20 represented that the video cameras in their vehicles would only record while the vehicle engine was  
21 running and would stop recording when the engine was turned off, but actually caused these  
22 cameras to record drivers’ private activities during their split-shift breaks even though their riders  
23 were all in school, their vehicles were not on the road, and the drivers were off-duty, off-the-clock  
24 and supposedly free to use their time as they chose.

25 101. Defendants’ intrusion into Plaintiff’s and the Class members’ privacy occurred in a  
26 manner that is highly offensive to a reasonable person because Defendants intentionally deceived  
27 their drivers into believing that time spent in their vehicles during split-shift breaks would be private  
28 and not only intentionally recorded their private and personal activities during that time, but also

1 continued to do so even after it became clear that they were routinely capturing drivers engaging in  
2 private activities like engaging in private communications with family members, healthcare  
3 providers, union representatives, co-workers and lawyers and changing their clothes before and  
4 after visiting the gym.

5 102. Plaintiff and the Class members did not consent to Defendants recording their  
6 private conversations or activities that took place during their split-shift breaks, when their riders  
7 were all in school, their vehicles were not on the road and they were off-duty, off-the-clock and  
8 supposedly free to use their time as they chose.

9 103. For intentionally violating California's common law tort of intrusion, Plaintiffs and  
10 the Class members seek injunctive relief requiring Defendants to cease recording their  
11 communications and actions during split-shift breaks and nominal damages of \$100 per violation.

## 12 NINTH CAUSE OF ACTION

### 13 **Invasion Of Privacy In Violation Of The California Constitution**

#### 14 **(For Plaintiff and all Class members against Defendants)**

15 104. Plaintiff re-alleges and incorporates by reference the allegations contained in the  
16 preceding paragraphs as though fully set forth herein.

17 105. Article I, section 1 of the California Constitution declares privacy an inalienable  
18 right of the people of California. This right "protects individuals from the invasion of their privacy  
19 not only by state actors but also by private parties." *Leonel v. Am. Airlines, Inc.*, 400 F.3d 702, 711  
20 (9th Cir. 2005).

21 106. Defendants violated the privacy rights guaranteed to Plaintiff and the Class members  
22 by the California Constitution because Plaintiffs and the Class members have a legally-protected  
23 privacy interest in their communications and actions during split-shift breaks when their riders were  
24 all in school, their vehicles were not on the road, and they were off-duty, off-the-clock and  
25 supposedly free to use their time as they chose.

26 107. Defendants violated the privacy rights guaranteed to Plaintiff and the Class members  
27 by the California Constitution because Plaintiffs and the Class members have a reasonable  
28 expectation of privacy in their communications and actions during split-shift breaks under the

1 circumstances because Defendants represented that their video cameras would only record while  
2 the vehicle engine was running and would stop recording when the engine was turned off, and  
3 Defendants have no justifiable basis to monitor drivers' conduct during split-shift breaks when their  
4 riders were all in school, their vehicles were not on the road, and they were off-duty, off-the-clock  
5 and supposedly free to use their time as they chose.

6 108. Defendants violated the privacy rights guaranteed to Plaintiff and the Class members  
7 by the California Constitution because their conduct amounts to a serious invasion of the protected  
8 privacy interest in that Defendants intentionally deceived their drivers into believing that time spent  
9 in their vehicles during split-shift breaks would be private and not only intentionally recorded their  
10 activities during that time, but also continued to do so even after it became clear that they were  
11 routinely capturing drivers engaging in private activities like engaging in private communications  
12 with family members, healthcare providers, union representatives, co-workers and lawyers and  
13 changing their clothes before and after visiting the gym.

14 109. Plaintiff and the Class members did not consent to Defendants recording their  
15 private conversations or activities that took place during their split-shift breaks when their riders  
16 were all in school, their vehicles were not on the road, and they were off-duty, off-the-clock, and  
17 supposedly free to use their time as they chose.

18 110. For intentionally violating the privacy rights guaranteed to Plaintiff and the Class  
19 members by the California Constitution, Plaintiffs and the Class members seek injunctive relief  
20 requiring Defendants to cease recording their communications and actions during split-shift breaks.

## 21 TENTH CAUSE OF ACTION

### 22 **Failure to Provide Meal Periods In Violation of the California Labor Code**

#### 23 **(For Plaintiff and all Class members against Defendants)**

24 111. Plaintiff re-alleges and incorporates by reference the allegations contained in the  
25 preceding paragraphs as though fully set forth herein.

26 112. California Labor Code § 512(a) provides: "An employer shall not employ an  
27 employee for a work period of more than five hours per day without providing the employee with  
28 a meal period of not less than 30 minutes..."



113. California Wage Order No. 9 provides: “If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.”

114. Defendants did not offer or provide Plaintiff or the Class members with a meal period compliant with these standards during all of their shifts.

115. Defendants failed to properly calculate the Class members' meal break premium rate of pay by failing to incorporate all remuneration owed.

116. For the alleged violation of California Labor Code § 512(a) and Wage Order No. 9, and for the alleged failure to offer and/or provide Plaintiff and members of the Class any meal periods during their employment, Plaintiff and the Class members seek to recover a penalty of one hour's pay for each workday they were denied a meal period, together with attorney's fees, costs, and interest.

## ELEVENTH CAUSE OF ACTION

## **Failure to Record and Pay Sick Leave In Violation of the California Labor Code**

**(For Plaintiff and all Class members against Defendants)**

117. California Labor Code §§ 246 and 247.5 require employers to provide every employee with sick leave and imposes record keeping requirements.

118. Defendants did not provide Plaintiff or the Class members with all sick leave meeting the requirements of California Labor Code §§ 246 and 247.5.

119. Plaintiff further alleges that Defendants failed to properly calculate the sick day rate of pay by failing to incorporate all remuneration when calculating the correct sick day rate of pay.

120. For the alleged violation of California Labor Code §§ 246 and 247.5, Plaintiff and the Class members seek to recover any unpaid wages, together with attorney's fees, costs, and interest.

## TWELTH CAUSE OF ACTION

## Failure to Pay Overtime Compensation In Violation of the California Labor Code

**(For Plaintiff and all Class members against Defendants)**

121. California Labor Code § 1194 provides that: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to 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.”

122. Wage Order No. 9 provides that employees will be paid 1.5 times their regular rate of pay when they work more than eight hours in any workday or more than 40 hours in any workweek. It also provides that employees will be paid two times their regular rate of pay for all hours worked in excess of 12 hours per day and for all hours worked in excess of 8 hours on the seventh consecutive day in a workweek.

123. Defendants did not provide Plaintiff or the Class members with all overtime compensation owed in compliance with the California Labor Code or Wage Order No. 9.

124. Defendants failed to properly calculate the overtime rate of pay by failing to incorporate all remuneration when calculating the correct overtime rate of pay.

125. For the alleged violation of California Labor Code § 1194 and Wage Order No. 9, Plaintiff and the Class members seek to recover any unpaid overtime wages, together with attorney's fees, costs, and interest.

### THIRTEENTH CAUSE OF ACTION

## **Failure to Reimburse Business Expenses In Violation of the California Labor Code**

**(For Plaintiff and all Class members against Defendants)**

126. California Labor Code § 2802 and Wage Order No. 9 require employers to reimburse their employees for all necessary expenditures or losses they incur as a direct consequence of discharging their duties.

127. Defendants violated Labor Code § 2802 and Wage Order No. 9 by failing to pay and indemnify Plaintiff and the class for said necessary business expenditures and losses, including but not limited to clothing, equipment, personal devices, and/or other items.

128. For the alleged violation of California Labor Code § 2802 and Wage Order No. 9, Plaintiff and the Class members seek statutory damages and attorneys' fees.

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