

Assigned for All Purposes

Judge Melissa R. McCormick

CX-104

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF ORANGE

ANGELICA RAMOS, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

HDM EXPRESS LOGISTICS INC.; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2025-01453506-CU-OE-CXC

CLASS ACTION

COMPLAINT FOR DAMAGES

1. Violation of Cal. Labor Code §§ 204, 1182.12, 1194, 1197, Wage Order 4-2001 (Recovery of Unpaid Minimum Wages);
2. Violation of Cal. Labor Code §§ 226.7, 512 (Meal Period Violations);
3. Violation of Cal. Labor Code §§ 226.7, Wage Order No. 4 (Rest Period Violations);
4. Violation of Cal. Labor Code §§ 201-203 (Failure to Pay Wages Due at Separation of Employment);
5. Violation of Cal. Labor Code §§ 226(a), (e), 1174 (Failure to Issue Itemized Wage Statements and Maintain Records);
6. Violation of Cal. Labor Code § 2802 (Failure to Indemnify for Expenditures or Losses in Discharge of Duties); and
7. Violation of Cal. Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices).

DEMAND FOR JURY TRIAL

1 Plaintiff ANGELICA RAMOS (“Plaintiff”), individually, and on behalf of all others
2 similarly situated, complains and alleges on information and belief as follows:

3 **INTRODUCTION**

4 1. This is a class action brought on behalf of Plaintiff and all others similarly situated,
5 and the class he seeks to represent (“Plaintiff Class” or “Class Members”). Class Members consist
6 of all drivers, and those who were misclassified as independent contractors during the Class
7 Period who worked in California for Defendants HDM EXPRESS LOGISTICS INC., and DOES
8 1 through 50 (collectively, “Defendants”). The term “Class Period” is defined as four (4) years
9 prior to the filing of this complaint through the date of judgment. Plaintiff reserves the right to
10 amend this complaint to reflect a different “Class Period” as further discovery is conducted.

11 2. Plaintiff, individually and on behalf of Class Members, seeks relief against
12 Defendants for the failure to pay all wages due in violation of Labor Code sections 1194, and
13 section 5 of IWC Wage Order 4-2001, including both regular and minimum wages, and reporting
14 time pay; the failure to pay wages due during employment in violation of California Labor Code
15 section 204; the failure to provide meal and rest periods or compensation in lieu thereof pursuant
16 to Labor Code sections 226.7 and 512; sections 11-12 of the IWC Wage Order 4-2001; the failure
17 to pay wages due at separation of employment pursuant to California Labor Code sections 201,
18 202, and 203; the failure to provide accurate itemized wage statements upon payment of wages
19 pursuant to California Labor Code sections 226(a), 1174, 1175, and IWC Wage Order 4-2001;
20 and the failure to indemnify for expenditures or losses in discharge of duties pursuant to California
21 Labor Code section 2802. Plaintiff further seeks equitable remedies in the form of declaratory
22 relief and injunctive relief, and relief under the Business and Professions Code sections 17200 et
23 seq. for unfair business practices.

24 3. At all relevant times herein, Defendants have consistently maintained and enforced
25 against Class Members the unlawful practices and policies set forth herein.

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JURISDICTION AND VENUE

4. This Court is an appropriate venue for this action under California Code of Civil Procedure sections 395 and 395.5 because the acts that give rise to the causes of action alleged herein occurred in the County of Orange, State of California. Plaintiff hereby designates the County of Orange, State of California as the place of proper venue.

5. This Court has personal jurisdiction over Defendants because Defendants reside in, are incorporated in, have their main place of business in, and/or conduct business in the State of California, and a substantial portion of the acts, omissions, events, and transactions constituting the causes of action alleged herein occurred within the State of California, and more specifically, in the County of Orange. (Code Civ. Proc. § 410.10.)

6. This Court has subject matter jurisdiction over the causes of action alleged in this complaint because the Court is a court of general subject matter jurisdiction and is not otherwise excluded from exercising subject matter jurisdiction over said causes of action.

THE PARTIES

A. The Plaintiff

7. Plaintiff worked for Defendants as a delivery driver from approximately March 2021 through January 2024, and is entitled to compensation for all hours worked, premium pay, reporting time pay, business expense reimbursements, and penalties from Defendants.

8. Each of the Class Members consist of identifiable, current, and/or former similarly situated persons who worked for Defendants and were misclassified as independent contractors in California during the Class Period.

B. The Defendants

9. Plaintiff is informed and believes, and based thereon alleges, that Defendant HDM EXPRESS LOGISTICS INC. is a California corporation with facilities in California, including Orange County. Defendants are in the courier throughout California.

10. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50, inclusive, but on information and belief alleges that said Defendants are legally responsible for

1 the violations alleged herein. Plaintiff will amend this complaint to allege the true names and
2 capacities of the DOE Defendants when ascertained.

3 11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
4 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
5 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant
6 are legally attributable to the other Defendants. Furthermore, Defendants operate as a joint
7 venture and/or single business enterprise, integrated enterprise and/or are agents of one another,
8 are alter egos, joint employers and conspire with one another to increase profits by engaging in
9 the conduct described in this complaint.

10 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
11 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
12 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
13 below was acting, at least in part, within the course and scope of that authority as such agent,
14 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
15 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
16 are legally attributable to the other Defendants.

17 **FACTUAL ALLEGATIONS**

18 13. This class action lawsuit arises out of an ongoing wrongful scheme by Defendants
19 to deny their employees the benefits due under California's wage and hour laws for work
20 performed in California. Defendants wrongfully refused to pay Plaintiff and Class Members
21 minimum wages, reporting time pay, business expense reimbursements and other statutory
22 benefits mandated by California law.

23 14. Defendants maintained a uniform practice of paying Plaintiff and Class Members
24 a set per delivery, regardless of the number of hours worked. As such if Plaintiff and Class
25 Members worked a certain number of hours in one (1) week, Defendants failed to pay them the
26 required minimum wages in violation of the Labor Code and the IWC Wage Orders.

27 15. Defendants did not provide Plaintiff and Class Members with timely,
28 uninterrupted meal periods, although they frequently worked over five (5) hours per day.

1 Defendants failed to maintain any meal period procedures to ensure Plaintiff and Class Members
2 were provided the opportunity to take their meal periods during their assigned deliveries and
3 routes. Therefore, Plaintiff and Class Members were regularly not provided a thirty (30) minute,
4 uninterrupted meal period within the first five (5) hours of work, if at all, in violation of the Labor
5 Code and the IWC Wage Orders.

6 16. Defendants also failed to permit compliant rest periods. Specifically, Plaintiff and
7 Class Members could not take any breaks lasting ten (10) minutes, due to Defendants' practice of
8 pressuring them to finish their deliveries as quickly as possible in violation of the Labor Code and
9 the IWC Wage Orders.

10 17. Defendants further failed to reimburse Plaintiff and Class Members for any
11 business expenses. Specifically, Plaintiff and Class Members were also required to use their
12 personal cellular phones to communicate with Defendants and to navigate the assigned routes,
13 but Defendants did not reimburse them for a reasonable percentage of their cellular phone bills in
14 violation of the Labor Code and the IWC Wage Orders.

15 **DEFENDANTS MAINTAIN CONTROL OVER EMPLOYEES' WORK**

16 18. Defendants set Plaintiff's and Class Members' daily schedules, including
17 reporting time, routes, deliveries. Defendants require workers to show up by a set time each day
18 and work until their deliveries were finished. Further, Defendants controlled the hiring and firing
19 of Plaintiff and Class Members.

20 19. In addition, Defendants would monitor how drivers were making their deliveries
21 by communicating with them via cell phone and disciplining them if they did not report to work
22 or if Defendants received a complaint from a recipient of the deliveries.

23 **CLASS ALLEGATIONS**

24 20. Plaintiff brings this action on behalf of herself and all other similarly situated
25 persons, as a class action pursuant to California Code of Civil Procedure section 382.

26 21. Plaintiff's proposed class consists of and is defined as follows: all individuals who
27 worked for Defendants in a California location, including, but not limited to, drivers, and those
28 in functionally equivalent positions who were classified by Defendants as independent

1 contractors at any time during the period from four years prior to the filing of this complaint until
2 the date of judgment (the “Class Period”).

3 22. Plaintiff reserves the right under rule 3.765 of the California Rules of Court, to
4 amend or modify the Class description with greater specificity or further division into subclasses
5 or limitation to particular issues.

6 23. This action has been brought and may be maintained as a class action pursuant to
7 Code of Civil Procedure section 382 because there is a well-defined community of interest in the
8 litigation and because the proposed class can be ascertained by Defendants’ records and through
9 discovery.

10 24. Numerosity: The potential members of the class as defined are so numerous that
11 joinder of all class members is impracticable. While the precise number of Class Members is
12 unknown, Plaintiff is informed and believes that Defendants have employed more than fifty (50)
13 class members during the Class Period.

14 25. Commonality: There are common questions of law and fact arising out of
15 Defendants’ conduct as described herein, including, but not limited to:

- 16 a. Whether Defendants misclassified Plaintiff and Class Members as independent
17 contractors;
- 18 i. Whether Defendants maintained the right to control the manner and
19 means of Plaintiff’s and Class Members’ work;
- 20 ii. Whether Plaintiff and Class Members performed work within the usual
21 course of Defendants’ business; and
- 22 iii. Whether the work performed by Plaintiff and Class Members required
23 special skills or constitutes an independently established trade,
24 occupation or business.
- 25 b. Whether Defendants failed to pay all wages, including minimum wages and
26 reporting time pay earned and due to Plaintiff and Class Members;
- 27 c. Whether Defendants failed to provide meal periods to Plaintiff and Class
28 Members.

- d. Whether Defendants failed to authorize and permit Plaintiff and Class Members to take rest periods;
- e. Whether Defendants failed to furnish to Plaintiff and Class Members wage statements containing all information required by Labor Code section 226(a);
- f. Whether Defendants were required to reimburse Plaintiff and Class Members a reasonable percentage of their cellular phone bills;
- g. Whether Defendants failed to pay all unpaid wages earned during the course of Plaintiff and Class Members' employment upon separation of employment; and
- h. Whether Defendants engaged in unfair/unlawful business practices.

26. Typicality: The claims of the Plaintiff are typical of the claims for Class Members, all of whom have incurred and/or will incur damages, as a result of Defendants' common course of conduct and common policies and practices. The claims of Plaintiff are typical because Defendants subjected all of its workers to the identical violations of the California Industrial Welfare Commission Wage Orders, California Code of Regulations, the California Labor Code and the California Business & Professions Code among other statutes.

27. Adequacy of Representation: The Plaintiff will fairly and adequately represent and protect the interests of the Class Members. Plaintiff's interests are not in conflict with those of the Class Members. Plaintiff's attorneys are competent, well-versed and experienced in litigating large employment class actions and other complex litigation matters.

28. Superiority of Class Action: Under the facts and circumstances set forth above, a class action is superior to any other methods available for both the fair and efficient adjudication of the rights of each class member inasmuch as joinder of individual relatively small claims of Class Members is not practical and if each employee were required to file an individual lawsuit, the corporate defendant would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff. Requiring each Class Member to pursue an individual remedy would also discourage the assertion of lawful claims by employees fearful of retaliation and permanent damage to their careers at present

1 and/or subsequent employment. Further, the substantial risk of inconsistent or varying verdicts
2 or adjudications with respect to the individual Class Members against Defendants herein further
3 support class certification.

4 **FIRST CAUSE OF ACTION**

5 **Failure to Pay All Wages**

6 **(Labor Code §§ 204, 1182.12, 1194, 558.1, 1194.2, 1197; IWC Wage Order 4-2001)**

7 **(By Plaintiff and Class Members Against All Defendants)**

8 29. Plaintiff realleges and incorporates by reference all preceding paragraphs herein
9 as if fully alleged herein.

10 30. Labor Code sections 1182.12 provides that on and after July 1, 2014, the minimum
11 wage for all industries shall not be less than nine dollars (\$9.00) per hour, and on and after January
12 1, 2016, the minimum wage for all industries shall not be less than ten (\$10.00) per hour. For
13 employers who employed twenty-six (26) or more people from January 1, 2017 to December 31,
14 2017, the minimum wage rate in California was ten dollars and fifty cents (\$10.50) per hour.
15 From January 18, 2018 to December 31, 2018, the minimum wage rate in California was eleven
16 dollars (\$11.00) per hour. Plaintiff is informed and believes Defendants employ more than
17 twenty-six (26) employees.

18 31. Notwithstanding any other provision of the Labor Code, hourly minimum wage
19 rates are set for all industries according to statute. (Labor Code §1182.12). Employers must pay
20 employees no less than minimum wage for each hour worked. (Labor Code §1194; IWC Wage
21 Order 4-2001, Sect. 4).

22 32. In any action to recover payment of wages less than the minimum wage an
23 employee shall be entitled to recover liquidated damages in an amount equal to the wages
24 unlawfully unpaid and interest thereon. (Labor Code § 1194.2).

25 33. Any employee receiving less than the legal minimum wage is entitled to recover
26 in a civil action the amount of unpaid wages, attorneys' fees and costs of suit. (Labor Code §
27 1194(a)).

28 34. Each workday an employee is required to report for work and does report, but is

1 not put to work or furnished less than half said employee's usual or scheduled day's work, the
2 employee shall be paid for half the usual or scheduled day's work, but in no event for less than
3 two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not
4 be less than the minimum wage. (Cal. Code Regs. tit. 8, § 11090; IWC Wage Order 4-2001, sect.
5 5).

6 35. All wages earned in employment are due and payable twice during each calendar
7 month on dates designated in advance by the employer. (Labor Code § 204).

8 36. Defendants failed to pay Plaintiff and Class Members at least minimum wage for
9 all hours worked, including time spent waiting for parcels to be loaded to her vehicle, meetings,
10 driving to/from the facility to pick up parcels, amongst other responsibilities. Defendants also
11 failed to pay Plaintiff and Class Members reporting time pay for the days that they were scheduled
12 to work, but were not put to work. Pursuant to Labor Code sections 1182.12, 1194, and section 5
13 of IWC Wage Order 4-2001, Plaintiff and Class Members seek the payment of all minimum wage,
14 and reporting time pay earned and accrued beginning four (4) years prior to filing this complaint,
15 according to proof.

16 37. Additionally, Plaintiff and Class Members are entitled to liquidated damages,
17 attorneys' fees, costs, pursuant to California Labor Code section 1194, and prejudgment interest.

18 **SECOND CAUSE OF ACTION**

19 **Failure to Provide Meal Periods or Compensation in Lieu Thereof**

20 **(Labor Code §§ 226.7, 512)**

21 **(By Plaintiff and Class Members Against All Defendants)**

22 38. Plaintiff realleges and incorporates by reference all preceding paragraphs herein
23 as if fully alleged herein.

24 39. Labor Code sections 226.7 and 512 and IWC Wage Order 4-2001, sect. 11 provide
25 that no employer shall employ any person for a work period of more than five (5) hours without
26 providing a meal period uninterrupted by work duties of not less than thirty (30) minutes.

27 40. Labor Code section 226.7 provides that if an employer fails to provide an
28 employee with a meal period in accordance with this section, 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 in accordance with this section. Plaintiff alleges Defendants failed to provide legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not relieving employees from all work duties during meal periods thereby preventing employees from taking legally compliant meal periods.

41. At all times relevant hereto, Plaintiff and Class Members have worked shifts more than five (5) hours in a workday.

42. Pursuant to Labor Code section 226.7, Plaintiff and Class Members are entitled to damages in the amount equal to one (1) hour of wages at their regular rate of pay for each missed meal break, in an amount to be proven at trial.

43. Plaintiff individually, and on behalf of Class Members, requests recovery of meal period premium compensation pursuant to Labor Code section 226.7 which they are owed beginning four (4) years prior to filing this complaint as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes. Pursuant to Code of Civil Procedure section 1021.5, and any other provision of law, Plaintiff requests the court award reasonable attorney's fees and costs incurred by them in this action.

THIRD CAUSE OF ACTION

Failure to Provide Rest Periods or Compensation in Lieu Thereof

(Labor Code § 226.7)

(By Plaintiff and Class Members Against All Defendants)

44. Plaintiff realleges and incorporates by reference all preceding paragraphs herein as if fully alleged herein.

45. Labor Code section 226.7 and IWC Wage Order 4-2001, sect. 12 provide that employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours, or major fraction thereof.

46. Labor Code section 226.7(b) provides that if an employer fails to provide and employee rest periods in accordance with this section, the employer shall pay the employee one

(1) hour of pay at the employees' regular rate of compensation for each workday that the rest period is not provided. Plaintiff and Class Members consistently worked over four (4) hours per shift with no rest breaks, due to Defendants' uniform policies and practices.

47. Defendants failed to reasonably make available rest breaks to Plaintiff and Class Members throughout the Class Period.

48. Plaintiff and Class Members are entitled to damages in an amount equal to one (1) hour of wages per missed rest break, in a sum to be proven at trial. Pursuant to Code of Civil Procedure section 1021.5, and any other provision of law, Plaintiff requests the court award reasonable attorney's fees and costs incurred by them in this action.

FOURTH CAUSE OF ACTION

Failure to Pay Wages of Terminated or Resigned Employees

(Labor Code §§ 201-203)

(By Plaintiff and Class Members Against All Defendants)

49. Plaintiff realleges and incorporates by reference all preceding paragraphs herein as if fully alleged herein.

50. Plaintiff is informed and believes, and thereon alleges, that as part of Defendants' ongoing unfair business practices, Defendants failed to pay all employees all wages earned during their employment at the time of their separation in violation of Labor Code sections 200 and 201.

51. Labor Code section 201 provides that an employer is required to pay an employee whose employment is terminated by the employer all wages earned and unpaid immediately upon termination.

52. Labor Code section 202 requires an employer pay to an employ who quits his or her employment, all wages earned and unpaid no later than seventy-two (72) hours thereafter.

53. Labor Code section 203 provides that an employer who fails to pay all wages earned and due an employee who is discharged or who quits within the timeframe set forth in sections 201 and 202, the wages of the employee shall continue as a penalty from the due date at the same rate of pay until paid, but not more than thirty (30) days. In other words, the employer owes the employee his or her daily rate of pay at their regular rate of pay for each day the full

1 amount of unpaid wages is not paid, for a penalty of up to thirty (30) days' wages.

2 54. Throughout their employment, Defendants failed to pay to Plaintiff and the Class
3 Members all wages earned as set forth herein. Defendants further failed to pay these sums to
4 Plaintiff and Class Members at the time their employment with Defendants ended and beyond
5 thirty (30) days thereafter.

6 55. Plaintiff and members of the Plaintiff Class who separated their employment with
7 Defendants within four (4) years of the filing of the original complaint until the date of entry of
8 judgment, without being paid proper compensation are entitled to thirty (30) days of pay at their
9 regular rate of pay as waiting time penalties.

10 **FIFTH CAUSE OF ACTION**

11 **Failure to Issue Itemized Wage Statements and Maintain Records**

12 **(Labor Code §§ 226, 1174)**

13 **(By Plaintiff and Class Members Against All Defendants)**

14 56. Plaintiff realleges and incorporates by reference all preceding paragraphs herein
15 as if fully alleged herein.

16 57. Labor Code sections 226, 1174, 1174.5 and the applicable IWC Wage Orders
17 provide that employers must keep records and provide employees with itemized wage statements
18 showing all hours worked and each applicable rate of pay in effect during the pay period with the
19 corresponding number of hours worked at each hourly rate.

20 58. Labor Code section 1174(d), requires an employer to keep at a central location in
21 California or at the plant or establishment at which the employees are employed, payroll records
22 showing the hours worked daily, and the wages paid to, each employee. Labor Code section
23 226(a) requires an employer to provide employees—either as a detachable part of the check, draft,
24 or voucher paying the employee's wages, or separately when wages are paid by personal check
25 or cash—an accurate itemized wage statement in writing including specified information,
26 including, but not limited to: (1) gross wages earned; (2) total hours worked by the employee; (3)
27 the number of piece-rate units earned; (4) all deductions; (5) net wages earned...and (9) all
28 applicable hourly rates of pay and corresponding number of hours. Labor Code section 226(e)

1 provides that if an employer knowingly and intentionally fails to provide a statement itemizing,
2 inter alia, the gross and net wages earned, the total hours worked by the employee, causing the
3 employee injury, then the employee is entitled to recover the greater of all actual damages or fifty
4 dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent
5 violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and believes that
6 Defendants willfully failed to make or keep accurate records for Plaintiff and Class Members.

7 59. The IWC Wage Orders require that every employer shall keep accurate
8 information with respect to each employee, including time records showing when each employee
9 begins and ends each work periods, the total daily hours worked by each employee and the total
10 hours worked in each payroll period, and applicable rates of pay. Plaintiff is informed and
11 believes that Defendants willfully and intentionally failed to make and/or keep records which
12 accurately reflect the hours worked by Plaintiff and Class Members. Specifically, Plaintiff
13 believes that Defendants did not maintain records for Plaintiff and Class Members reflecting their
14 time worked and applicable rate of pay, and did not issue any itemized wage statements.

15 60. An employee is deemed to suffer injury if the employer fails to provide a wage
16 statement containing all of the required information set forth in Labor Code section 226(a).
17 (Labor Code § 226(e)(2)). In addition, the omission of time worked, proper rates of pay, records
18 of missed meal and rest breaks and/or premium pay make it difficult for employees to determine
19 whether they were paid all wages due without complicated calculations and/or reconstruction of
20 records required to be maintained by the employer.

21 61. For each employee suffering an injury as a result of Defendants' knowing and
22 intentional failure to provide an accurate, itemized wage statement the employee is entitled to
23 recover the greater of actual damages or fifty dollars (\$50.00) for the initial pay period in which
24 a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a
25 subsequent pay period.

26 62. Plaintiff is informed and believe that Defendants' failure to keep accurate payroll
27 records, as described above, violated Labor Code sections 1174(d) and 226(a), and the applicable
28 Wage Order. Plaintiff intends to seek penalties under Labor Code section 2699(f)(2). Plaintiffs

1 and Class Members are entitled to penalties of one hundred dollars (\$100.00) for the initial
2 violation and two hundred dollars (\$200.00) for each subsequent violation for every pay period
3 during which these records and information were not kept by Defendants.

4 63. Plaintiff is informed and believes that Defendants' failure to keep and maintain
5 accurate records and information and provide to Plaintiff and Class Members itemized wage
6 statements containing all of the information mandated by the Labor Code, as described above,
7 was knowing and intentional, and Plaintiff and Class Members are entitled to statutory penalties
8 for each pay period in which a violation occurred. Plaintiff further seeks recovery of attorneys'
9 fees and costs pursuant to Labor Code §226(e) and as otherwise permitted by law.

10 **SIXTH CAUSE OF ACTION**

11 **Indemnification for Expenditures or Losses in Discharge of Duties**

12 **(Labor Code § 2802)**

13 **(By Plaintiff and Class Members Against All Defendants)**

14 64. Plaintiff realleges and incorporates by reference all preceding paragraphs herein
15 as if fully alleged herein.

16 65. Defendants failed to indemnify their Plaintiff and Class Members for all necessary
17 expenditures or losses incurred by the Plaintiff and Class Members in direct consequence of the
18 discharge of their duties. Specifically, Defendants failed to indemnify Plaintiff and Class
19 Members for expenditures they incurred on their behalf, including without limitation, a
20 reasonable percentage of their cellular phone bills in direct consequence of the discharge of their
21 duties to Defendants.

22 66. Defendants have not reimbursed Plaintiff and Class Members for all expenditures.
23 Plaintiff and Class Members are therefore entitled to be paid damages, attorney's fees, costs,
24 interest pursuant to Labor Code section 2802(b) and (c), as well as all statutory penalties, against
25 Defendants in accordance with California Labor Code section 2802(d).

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1 Defendants are able to unfairly compete with other comparable companies in the State of
2 California in violation of Business & Professions Code sections 17000 *et. seq.* and sections 17200
3 *et. seq.* Due to these unlawful, unfair, and/or fraudulent business practices, Defendants have
4 gained a competitive advantage over other comparable companies doing business in the State of
5 California.

6 75. The victims of these unlawful, unfair, and/or fraudulent business practices include,
7 but are not limited to, Plaintiff, putative class members, competing moving companies in the State
8 of California, and the general public. Plaintiff is informed and believes and thereon alleges that
9 Defendants performed the above-mentioned acts with the intent of gaining an unfair competitive
10 advantage and thereby injuring Plaintiff, putative class members, other competitors and the
11 general public.

12 76. Plaintiff's success in this action will enforce important rights affecting the public
13 interest and public policy. In this regard, Plaintiff sues on behalf of the public as well as on behalf
14 of herself.

15 77. Business and Professions Code section 17203 provides that a court may make such
16 orders or judgments as may be necessary to prevent the use or employment by any person of any
17 practice which constitutes unfair competition. Injunctive relief is necessary and appropriate to
18 prevent Defendants from repeating their unlawful, unfair, and fraudulent business acts and
19 business practices alleged above.

20 78. Business and Professions Code section 17203 provides that the Court may restore
21 to any person in interest any money or property that may have been acquired by means of such
22 unfair competition. Plaintiff and Class Members are entitled to restitution pursuant to Business
23 and Professions Code section 17203 for wages and payments unlawfully withheld from
24 employees, including the fair value of the meal and rest periods and other losses alleged herein,
25 during the four (4) year period prior to the filing of this complaint. All remedies are cumulative
26 pursuant to Business & Professions Code section 17205.

27 79. Business and Professions Code section 17202 provides: "Notwithstanding section
28 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,

1 forfeiture, or penal law in a case of unfair competition.” Plaintiff and Class Members are entitled
2 to enforce all applicable penalty provisions of the Labor Code pursuant to Business and
3 Professions Code section 17202.

4 80. Plaintiff requests injunctive relief pursuant to Business & Professions Code
5 §17203 to enjoin Defendants from continuing the unfair/unlawful business practices alleged
6 herein.

7 81. Plaintiff herein takes upon enforcement of these laws and lawful claims. There is
8 a financial burden involved in pursuing this action. The action is seeking to vindicate a public
9 right, and it would be against the interests of justice to penalize Plaintiff by forcing Plaintiff to
10 pay attorneys’ fees from the recovery in this action. Attorneys’ fees are appropriate pursuant to
11 Code of Civil Procedure section 1021.5 and otherwise.

12 **PRAYER FOR RELIEF**

13 **WHEREFORE**, Plaintiff prays for judgment as follows:

14 1. That the Court determine that this action may be maintained as a class action
15 under Code of Civil Procedure section 382;

16 2. The Court appoint Plaintiff as Class Representative;

17 3. The Court appoint Mahoney Law Group, APC as class counsel;

18 4. For compensatory and statutory damages;

19 5. For restitution of all monies due to Plaintiff and Class Members from the
20 unlawful/unfair business practices of Defendants;

21 6. For injunctive relief;

22 7. For statutory and civil penalties according to proof;

23 8. For reasonable attorneys’ fees and costs pursuant to Labor Code sections 226(e)
24 and 1194, Code of Civil Procedure section 1021.5, and/or other applicable law; and

25 9. That the Court award such other and further relief as this Court may deem
26 appropriate.

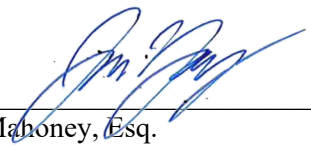
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1 Dated: January 15, 2025

MAHONEY LAW GROUP, APC

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3 By:


Kevin Mahoney, Esq.
John A. Young, Esq.
Attorneys for Plaintiff ANGELICA RAMOS and
on behalf of all employees similarly situated

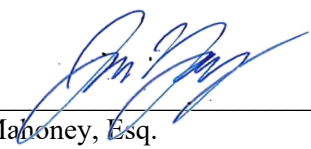
6 **DEMAND FOR JURY TRIAL**

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8 Plaintiff ANGELICA RAMOS on behalf of herself and all Class Members, hereby
9 demands a jury trial on all causes of action and claims with respect to which they have a right to a
10 jury trial.

11 Dated: January 15, 2025

MAHONEY LAW GROUP, APC

12
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14 By:


Kevin Mahoney, Esq.
John A. Young, Esq.
Attorneys for Plaintiff ANGELICA RAMOS
and on behalf of all employees similarly situated