

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 15 2022

BY 
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

SALVADOR RAMOS, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

WHITE LINE SYSTEMS, LLC, a Texas
Limited Liability Company, DRIVEN 2
DRIVE LEASING, LLC, a Texas Limited
Liability Company, and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVSB2216314
*[Assigned to Hon. Judge David Cohn, Dept
S26, for all purposes]*

FIRST AMENDED COMPLAINT

CLASS ACTION CLAIMS

- (1) Failure to Pay Minimum and Regular Wages;
- (2) Failure to Pay for Nonproductive Time Under Labor Code § 226.2;
- (3) Failure to Reimburse Expenses;
- (4) Failure to Timely Pay Final Wages;
- (5) Failure to Provide Accurate Itemized Wage Statements;
- (6) Unfair and Unlawful Competition;

PAGA CLAIMS

- (7) PAGA Assessment for Failure to Pay Minimum and Regular Wages;
- (8) PAGA Assessment for Failure to Pay for Nonproductive Time Under Labor Code § 226.2;
- (9) PAGA Assessment for Failure to Reimburse Business Expenses;
- (10) PAGA Assessment for Failure to Timely Pay Wages Each Period;
- (11) PAGA Assessment for Failure to Timely Pay Final Wages;
- (12) PAGA Assessment for Failure to Provide Accurate Itemized Wages Statements.

Complaint filed: 7/27/2022

1 Plaintiff Salvador Ramos (“Plaintiff”) on behalf of himself, on a representative basis, and
2 on behalf of others similarly situated, complains and alleges as follows.

3 **I. INTRODUCTION AND GENERAL ALLEGATIONS**

4 1. Plaintiff brings this action against his employers, Defendants White Line Systems,
5 LLC, Driven 2 Drive Leasing LLC, and DOES 1 through 20, inclusive, (collectively, the
6 “Defendants”) on behalf of himself and all other current and former truck drivers who resided in
7 California and who were employed by Defendants within the last four years (the “Represented
8 Employees”), for Defendants’ violations of the California Labor Code stemming from
9 Defendants’ failure to pay all wages owed, including minimum and regular wages, failure to pay
10 for nonproductive time under Labor Code § 226.2, failure to reimburse business expenses, failure
11 to timely pay wages, and failure to provide accurate itemized wage statements, among other
12 claims.

13 2. Plaintiff was employed by Defendants from approximately October 2020 through
14 present as a truck driver.

15 3. Plaintiff alleges on information and belief that the Represented Employees were
16 subjected to the same policies, working conditions, and corresponding wage and hour violations
17 to which Plaintiff was subjected during his employment.

18 4. Plaintiff and the Represented Employees were not provided proper minimum and
19 regular wages owed due to Defendants’ policy which only provided a piece-rate compensation of
20 a flat rate for completion of a day’s work, or some other form of piece-rate pay. Notably, daily
21 rate drivers were not paid the promised rate unless they completed that day’s route. Under this
22 pay plan, Plaintiff and Represented Employees did not receive separate hourly compensation at
23 no less than the minimum wage for unpaid, on-duty, time including tasks such as pre-trip and
24 post-trip inspections, stop pay, detention time, loading and unloading time, completing
25 paperwork, refueling or repair, and downtime between runs. Also, the piece-rate compensation
26 paid to Plaintiff and the Represented Employees sometimes resulted in a payment of wages at
27 less than the required California minimum wages for all hours worked.

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1 5. Also, Defendants required Plaintiff and the Represented Employees to incur
2 substantial business-related expenses and costs without reimbursement. For example, Plaintiff
3 and the Represented Employees were required to acquire and maintain a smart phone and related
4 monthly data plan to communicate with Defendants via phone and text message, yet Defendants
5 did not provide reimbursement for this expense.

6 6. Plaintiff also alleges that he and the Represented Employees were not paid all
7 wages due and owing upon separation of employment within the time required by Labor Code §§
8 201 – 203. Plaintiff further alleges that Defendants engaged in the practice of failing to pay all
9 wages due and owing to Plaintiff and the Represented Employees at the time their employment
10 ended with Defendants, including, but not limited to minimum wages, regular wages, wage
11 premiums, among others.

12 7. Plaintiff further alleges that Defendants failed to provide accurate itemized wage
13 statements that fully complied with the requirements of Labor Code §§ 226(a) and/or 226.2.

14 8. Plaintiff alleges that Defendants' violations of the wage and hour components of
15 the Labor Code and IWC Wage Orders enabled it to decrease expenses and to increase its level
16 of productivity and profits, thereby allowing Defendants to gain an unfair advantage over its
17 competitors.

18 9. At all material times, Defendants and DOES 1 through 20 were and/or are
19 Represented Employees' employers or persons acting on behalf of Represented Employees'
20 employer, within the meaning of California Labor Code § 558, who violated or caused to be
21 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
22 hours and days of work in any Order of the Industrial Welfare Commission and, as such, are
23 subject to penalties for each underpaid employee as set forth in Labor Code § 558 and under
24 California law.

25 10. Plaintiff brings this lawsuit seeking declaratory, injunctive, equitable, and
26 monetary relief against Defendants and each of them, on behalf of himself and the Represented
27 Employees to recover, among other things, unpaid wages and benefits, interest, attorneys' fees,
28 penalties, costs and expenses pursuant to California Labor Code §§ 200, 201, 202, 203, 218.6,

221, 223, 226, 226.2, 226.3, 558, 1194, 1194.2, 1197, 1197.1 and 2802, among possibly other sections inadvertently omitted. Plaintiff also reserves the right to name additional representatives throughout the State of California.

II. JURISDICTION

11. This Court has jurisdiction over the claims for relief of Plaintiff and the Represented Employees pursuant to the Labor Code and the IWC Wage Orders.

III. VENUE

12. Venue as to each Defendant is proper in this Court pursuant to Code of Civil Procedure §§ 395(a) and 395.5. Defendants transact business in San Bernardino County and the unlawful acts alleged herein have a direct effect on Plaintiff and the Represented Employees in San Bernardino County. Furthermore, Defendants employed or employ Plaintiff and Represented Employees in San Bernardino County.

IV. PARTIES

Plaintiff

13. Plaintiff and Class Representative Salvador Ramos was employed by Defendants from approximately October 2020 through present and performed work for Defendants in San Bernardino County.

Defendants

14. Plaintiff is informed and believes and thereon alleges that Defendant White Line Systems, LLC, is a Texas company, is authorized to and doing business in San Bernardino County, California, and is and/or was the legal employer of Plaintiff and the Represented Employees during the applicable statutory periods.

15. Plaintiff is informed and believes and thereon alleges that Defendant Driven 2 Drive Leasing, LLC, is a Texas company, is authorized to and doing business in San Bernardino County, California, and is and/or was the legal employer of Plaintiff and the Represented Employees during the applicable statutory periods.

16. 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 20,

1 inclusive, but on information and belief alleges that those Defendants are legally responsible for
2 the payment of penalties and damages to Plaintiff and all Represented Employees by virtue of
3 Defendants' unlawful actions and practices and therefore sue these Defendants by such fictitious
4 names. Plaintiff will amend this complaint to allege the true names and capacities of the DOE
5 Defendants when ascertained.

6 17. Plaintiff is informed and believes and thereon alleges that he worked under the
7 joint direction and control of Defendants and that Defendants, and each of them, acted in all
8 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
9 business plan or policy in all respect pertinent hereto, and the acts of each Defendant are legally
10 attributable to the other Defendants. On information and belief, a unity of interest and ownership
11 between each Defendant exists such that all Defendants acted as a single employer of Plaintiff
12 and other similarly situated employees.

13 18. Plaintiff is informed and believes and thereon alleges that, in conducting
14 themselves in the manner described herein, Defendants, and each of them, were acting in active
15 concert with one another such that the acts of each were and are fully attributable to the others in
16 all material respects. Plaintiff is further informed and believes that at all relevant times
17 Defendants and each of them are now, and at all material times herein mentioned were, the
18 agents, servants, employees, partners, affiliates, and/or representatives of each of their remaining
19 co-Defendants, and were, at all times herein mentioned, acting within the course, scope, and
20 purpose of such relationship(s) and with the knowledge, consent and/or ratification of each of
21 their remaining co-Defendants.

22 19. Furthermore, Plaintiff is informed and believes and thereon alleges that
23 Defendants, and each of them, are an integrated enterprise and should be treated as a single
24 employer because these entities share an interrelation of operations, with common human
25 resources and personnel policies and shared common offices and facilities. Additionally,
26 Defendants also have a shared website, common management, a centralized control of labor
27 operations, and common ownership or financial control.

28 / / /

1 20. Plaintiff is further informed and believes that at all relevant times, Defendants
2 White Line Systems, LLC and Driven 2 Drive Leasing, LLC have been inadequately capitalized
3 to conduct business, have failed to follow appropriate corporate formalities, and have simply
4 been a shell and instrumentality through which Defendants DOES 11 through 20, inclusive, have
5 conducted their personal affairs. Accordingly, the corporate veil should be pierced and any
6 liability attached, should be imposed jointly and severally against Defendants DOES 11 through
7 20. Adherence to the fiction of the separate existence of these corporate entities would permit
8 abuse of the corporate privilege, thereby sanctioning fraud and promoting injustice.

9 **V. CLASS ACTION ALLEGATIONS**

10 21. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
11 alleged herein.

12 22. Plaintiff brings this action on behalf of himself and all others similarly situated as
13 a class action, pursuant to Code of Civil Procedure § 382.

14 23. The relevant time period for this class action is defined as the time period
15 beginning four years prior to the filing of this action until class certification (the “Relevant Time
16 Period”).

17 24. The Class, also referred to as the “Represented Employees,” that Plaintiff seeks to
18 represent is defined as follows:

19 **California Class**

20 All current and former truck drivers who resided in
21 California and who were employed by Defendants at any
22 time during the Relevant Time Period.

23 25. Plaintiff also seeks to represent the following subclasses:

24 **Per Day Driver Subclass**

25 All Represented Employees who were paid a daily piece rate
26 in exchange for completing an assigned route during the
27 Relevant Time Period

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1 **Per Mile Driver Subclass**

2 All Represented Employees who were paid a daily piece rate
3 at a per mile rate during the Relevant Time Period

4 **Unreimbursed Expense Subclass**

5 All Represented Employees who were required to incur
6 expenses to discharge their duties for Defendants without
7 reimbursement during the Relevant Time Period.

8 **Waiting Time Penalties Subclass**

9 All Represented Employees who separated from their
10 employment with Defendants during the period three years
11 before the filing of this action and ending when class
12 certification.

13 **Wage Statement Penalties Subclass**

14 All Represented Employees during the period one year
15 before the filing of this action and ending when class
16 certification.

17 26. Plaintiff reserves the right to amend or modify the class description with greater
18 specificity or further division into subclasses or limitation to particular issues as appropriate.

19 27. Plaintiff, as Class Representative, is a member of the class that he seeks to
20 represent.

21 28. This action has been brought and may properly be maintained as a class action
22 under Code of Civil Procedure § 382 because there is a well-defined community of interest in the
23 litigation and the proposed class is easily ascertainable from Defendants' personnel and payroll
24 records.

25 29. **Numerosity:** The potential members of the Class as defined are so numerous that
26 a joinder of all Represented Employees is impracticable. Although the exact number is currently
27 unknown to Plaintiff, this information is easily ascertainable from Defendants' payroll and
28 personnel records.

1 30. **Commonality:** There are questions of law and fact common to the class which
2 predominate over any questions affecting only individual members of the class, including
3 without limitation:

4 i. Whether Defendants violated the California Labor Code and IWC Wage
5 Order by failing to pay proper minimum and regular wages to Plaintiff and the Represented
6 Employees for all hours worked;

7 ii. Whether Defendants violated California Labor Code and IWC Wage
8 Order by paying the Represented Employees on a piece-rate basis yet not providing separate
9 hourly compensation for nonproductive time;

10 iii. Whether Defendants violated the California Labor Code and applicable
11 IWC Wage Order by failing to reimburse Plaintiff and the Represented Employees for business
12 expenses incurred while discharging their duties or in obedience to the directions of their
13 employer;

14 iv. Whether Defendants violated the California Labor Code by failing to
15 timely pay all wages due upon separation of employment between Defendants and Plaintiff and
16 Represented Employees, whether such separation was voluntary or involuntary;

17 v. Whether Defendants violated the California Labor Code by failing to
18 provide Plaintiff and Represented Employees with complete, accurate, itemized wage statements;

19 vi. Whether Defendants violated California Business & Professions Code §§
20 17200 *et seq.* due to the: failure to pay all wages owed, failure to reimburse business expenses,
21 failure to timely pay final wages, and failure to provide accurate itemized wage statements; and

22 vii. Whether Plaintiff and Represented Employees are entitled to equitable
23 relief pursuant to California Business & Professions Code §§ 17200 *et seq.*

24 31. **Typicality:** Plaintiff's claims, as the Class Representative, are typical of the
25 claims of The Class. Plaintiff, like other members of The Class, was subjected to Defendants'
26 ongoing Labor Code and Wage Order violations including pertaining to the failure to pay all
27 wages owed, failure to reimburse business expenses, failure to timely pay final wages, and
28 failure to provide accurate itemized wage statements.

1 32. **Adequacy of Representation.** Plaintiff, as the Class Representative, will fairly
2 and adequately represent and protect the interests of the Class. Plaintiff’s interests are not in
3 conflict with those of the Class. Class Representative’s counsel are competent and experienced in
4 litigating large employment class actions and other complex litigation matters, including cases
5 like this case.

6 33. **Superiority of Class Action.** Class certification is appropriate because a class
7 action is superior to other available means for the fair and efficient adjudication of this
8 controversy. Individual joinder of all Represented Employees is not practicable, and questions of
9 law and fact common to the Class predominate over any questions affecting only individual
10 members of the Class. Each Represented Employee has been damaged and is entitled to
11 recovery by reason of Defendants’ illegal policies and practices set forth above. Class action
12 treatment will allow those similarly situated persons to litigate their claims in the manner that is
13 most efficient and economical for the parties and the judicial system.

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY MINIMUM AND REGULAR WAGES**

16 (Labor Code §§ 200, 221-223, 1194, 1194.2, 1197; IWC Wage Order § 4)

17 34. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
18 alleged herein.

19 35. Plaintiff, the Per Day Driver Subclass and the Per Mile Driver Subclass were not
20 exempt from the requirement to be paid at least the applicable California minimum wage
21 throughout the statutory period for each hour worked.

22 36. Moreover, compensation owed to employees is a matter determined primarily by
23 contract. Under Labor Code § 200, compensation may be “fixed or ascertained by the standard of
24 time, task, piece, commission basis, or other method of calculation.”

25 37. Wage Order No. 9 § 4 (B) provides that compensation may be “measured by time,
26 piece, commission, or otherwise.”

27 38. In *Oman v. Delta Airlines* (2020) 9 Cal. 5th 762, 782 the California Supreme
28 Court held that “[w]hatever the task or period promised as a basis for compensation, however, an

1 employer must pay no less than the minimum wage for all hours worked. (See Wage Order No.
2 9, §§2(H), 4.) The employer must satisfy this obligation while still keeping any promises it has
3 made to provide particular amounts of compensation for particular tasks or periods of work.
4 (Lab. Code §§ 221-223.) For all hours worked, employees are entitled to the greater of the (1)
5 amount guaranteed by contract for the specified task or periods, or (2) the amount guaranteed by
6 the minimum wage.”

7 39. Plaintiff and the Per Day Driver Subclass and the Per Mile Driver Subclass were
8 not provided proper minimum and regular wages owed due to Defendants’ failure to accurately
9 track Plaintiff’s and Represented Employee’s time to determine that they were paid at least
10 minimum wage for all hours worked. For instance, Defendants assumed that Plaintiff worked 40
11 hours per week and paid a flat daily or per mile rate regardless of how many hours Plaintiff
12 worked. Defendant made no attempt to determine that hours worked were compensated at
13 minimum wage. Due to traffic and other conditions, Defendant’s piece rate often illegally
14 resulted in a rate of pay under the applicable minimum wage.

15 40. Consequently, Defendants violated California Labor Code laws and minimum
16 wage laws, *inter alia*, Labor Code §§ 200, 221, 222, 223, 1197, IWC Wage Order 9, § 4, and
17 Cal. Code Regs., tit. 8, section 11090, subds. 1 and 4(B).

18 41. Plaintiff is informed and believes and thereon alleges that Defendants
19 intentionally, willfully, and improperly failed to pay wages to Plaintiff, the Per Day Driver
20 Subclass and the Per Mile Driver Subclass for each hour worked in violation of Labor Code §§
21 221-223, 1194 and 1197.

22 42. Defendants’ conduct was willful, as Defendants knew that Plaintiff, the Per Day
23 Driver Subclass and the Per Mile Driver Subclass were entitled to be paid wages throughout the
24 statutory period for each hour worked, including proper minimum wages, yet Defendants chose
25 not to pay them in accordance thereto.

26 43. At all material times, Defendants DOES 1 through 20 were and/or are Plaintiff’s
27 and the Represented Employees’ employers or persons acting on behalf of Plaintiff and the
28 Represented Employees’ employer, within the meaning of California Labor Code § 558, who

1 violated or caused to be violated Labor Code § 204 and a provision or provisions of Part 2,
2 Chapter 1 of the California Labor Code regulating hours and days of work respectively.

3 44. During employment of Plaintiff, the Per Day Driver Subclass and the Per Mile
4 Driver Subclass, Defendants failed to pay them all wages to which they were entitled, thereby
5 receiving an economic benefit.

6 45. As a result of the Defendants' wrongful conduct, Plaintiff and the Plaintiff, the
7 Per Day Driver Subclass and the Per Mile Driver Subclass have been damaged in amounts to be
8 proven at trial.

9 46. Plaintiff, on behalf of himself, the Per Day Driver Subclass and the Per Mile
10 Driver Subclass, seeks recovery of all unpaid minimum wages, liquidated damages, penalties,
11 interest, attorneys' fees and costs of suit, pursuant to Labor Code §§ 1194 and 1194.2, against
12 Defendants in an amount to be proven at trial.

13 **SECOND CAUSE OF ACTION**

14 **FAILURE TO PAY FOR NONPRODUCTIVE TIME**

15 (Labor Code § 226.2)

16 47. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
17 alleged herein.

18 48. Plaintiff, the Per Day Driver Subclass and the Per Mile Driver Subclass are and/or
19 were employees of Defendants who were paid on a piece-rate basis.

20 49. Furthermore, Labor Code § 226.2 requires employers that pay their employees on
21 a piece-rate basis to provide separate payment for nonproductive time at an hourly rate that is no
22 less than the applicable minimum wage. Labor Code § 226.2(a)(4).

23 50. At all relevant times herein, Defendants failed to compensate the Plaintiff, the Per
24 Day Driver Subclass and the Per Mile Driver Subclass, for all nonproductive time separate from
25 any piece-rate compensation at the rate required by Labor Code § 226.2. Therefore, Defendants
26 violates Labor Code § 226.2 every pay period with respect to Plaintiff, the Per Day Driver
27 Subclass and the Per Mile Driver Subclass.

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51. As a result of Defendant's violation of Labor Code § 226.2, Plaintiff, the Per Day Driver Subclass and the Per Mile Driver Subclass seek to recover, in a civil action, the unpaid balance of the full amount of unpaid payments for rest and recovery periods and other nonproductive time, including interest thereon, reasonable attorneys' fees, and costs of suit.

THIRD CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(Labor Code § 2802)

52. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

53. Plaintiff and the Business Expense Subclass are and/or were employees of Defendants who did not receive proper protections and benefits of the laws governing reimbursement of business expenses.

54. Labor Code § 2802(a) requires that the employer indemnify its employees for expenses incurred while discharging their duties or in obedience to directions of their employer.

55. At all relevant times herein mentioned, as a condition of employment, Defendants required Plaintiff and the Business Expense Subclass to incur substantial business-related expenses and costs without reimbursement. For example, Plaintiff and the Business Expense Subclass were required to acquire and maintain a smart phone and related monthly data plan to communicate with Defendants via phone and text message, yet Defendants did not provide reimbursement for this expense.

56. At all relevant times herein, Defendants violated Labor Code § 2802(a) when they failed to reimburse Plaintiff and the Represented Employees for expenses incurred as a direct consequence of Plaintiff's employment with Defendant and/or under the direction of Defendants.

57. At all relevant times herein, Defendants failed to reimburse the Business Expense Subclass, including Plaintiff, for expenses incurred while discharging duties to Defendants, thereby receiving an economic benefit.

58. As a direct result of Defendants' violation of Labor Code § 2802 and IWC Wage Order § 9(B), Plaintiff and the Business Expense Subclass have suffered, and continue to suffer,

1 substantial losses related to such incurred expenses, expenses, and attorney's fees in seeking to
2 compel Defendants to fully perform their obligations under the law, all in an amount to be
3 proved at time of trial.

4 59. Labor Code § 2802(b) states that "[a]ll awards made by a Court for
5 reimbursement of necessary expenditures" shall carry interest, at the same rate as judgments in
6 civil actions, and said interest will accrue from the date on which the employee incurred the
7 necessary expenditure or loss including, but not limited to, reasonable costs and attorney's fees
8 incurred by the employee enforcing the rights granted pursuant to Labor Code § 2802. The exact
9 amount of the necessary expenditures or losses is in an amount to be proven at time of trial.

10 60. Furthermore, Labor Code § 2802(c) states that "[f]or the purposes of this section,
11 the term 'necessary expenditures or losses' shall include all reasonable costs, including, but not
12 limited to, attorney's fees incurred by the employee in enforcing the rights granted by this
13 section." Therefore, Plaintiff and the Business Expense Subclass seek to recover the
14 unreimbursed expenses, interest on the unreimbursed expenses, and the costs and attorney's fees
15 necessarily incurred in pursuing same. The exact amount of reimbursements, interest, costs, and
16 attorney's fees will be in an amount to be proved at the time of trial.

17 **FOURTH CAUSE OF ACTION**

18 **FAILURE TO TIMELY PAY FINAL WAGES**

19 (Labor Code §§ 201 – 203)

20 61. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
21 alleged herein.

22 62. Plaintiff and the Waiting Time Penalties Subclass are and/or were employees of
23 Defendants who did not receive proper protections and benefits of the laws governing the timing
24 and payment of wages.

25 63. Labor Code § 201 requires that the employer immediately pay any wages, without
26 abatement or reduction, to any employee who is discharged.

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1 64. Labor Code § 202 requires that the employer pay all wages earned and unpaid,
2 without abatement or reduction, no later than 72 hours of receiving an employee's notice of
3 intent to quit or immediately at the time of quitting if at least a 72-hour notice was provided.

4 65. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a
5 penalty from the due date thereof at the same rate until paid or until an action therefore is
6 commenced, but the wages shall not continue for more than thirty (30) days.

7 66. At all relevant times, Defendants employed a policy and practice whereby
8 Plaintiff and the Waiting Time Penalties Subclass were not paid all wages due and owing upon
9 separation of employment within the time required by Labor Code §§ 201 and 202.

10 67. Also, at all relevant times, Defendants engaged in the practice of failing to pay all
11 wages due and owing to Plaintiff and the Waiting Time Penalties Subclass upon separation of
12 employment, including, but not limited to, minimum and regular wages.

13 68. Plaintiff alleges that, at all times material to this action, Defendants had a planned
14 pattern and practice of failing to timely pay Plaintiff and the Waiting Time Penalties Subclass all
15 wages due and owing upon separation of employment as required by Labor Code §§ 201 and
16 202. Consequently, pursuant to Labor Code § 203, Defendants owe Plaintiff and the Waiting
17 Time Penalties Subclass the above-described waiting time penalty, all in an amount to be shown
18 according to proof at trial and within the jurisdiction of this Court.

19 **FIFTH CAUSE OF ACTION**

20 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

21 (Labor Code § 226, 226.2)

22 69. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
23 as if fully alleged herein.

24 70. Plaintiff and the Wage Statement Penalties Subclass are and/or were employees of
25 Defendants who did not receive proper protections and benefits of the laws governing the
26 provision of accurate itemized wage statements.

27 71. Labor Code § 226(a) requires an employer to provide its employees with itemized
28 wage statements accurately stating gross wages earned, all deductions, net wages earned, the

1 inclusive dates of the pay period, the employee's name and the last four digits of his or her
2 Social Security number (or employee identification number), the name and address of the legal
3 entity that is the employer, and all applicable hourly rates in effect during the pay period and the
4 corresponding number of hours worked at each hourly rate by the employee.

5 72. Defendants violates Labor Code § 226(a) every pay period with respect to
6 Plaintiff and the Wage Statement Penalties Subclass because the wage statements that
7 Defendants issued to Plaintiff and the Wage Statement Penalties Subclass failed to provide any
8 information regarding hours worked, and therefore the wage statements did not state "total hours
9 worked by the employee" in direct violation of Labor Code § 226(a)(2).

10 73. Furthermore, Defendants violate Labor Code § 226(a) every pay period because
11 the wage statements failed to accurately state gross wages earned, all deductions, net wages
12 earned, the name and address of the legal entity that is the employer, and all applicable hourly
13 rates in effect during the pay period and the corresponding number of hours at each hourly rate
14 by the employee.

15 74. Moreover, Labor Code § 226.2 states that "[f]or employees compensated on a
16 piece-rate basis during a pay period, the following shall apply for that pay period: [...] (2) the
17 itemized statement required by subdivision (a) of Section 226 shall, in addition to the other items
18 specified in that subdivision, separately state the following, to which the provisions of Section
19 226 shall also be applicable: [...] (B) [...] the total hours of other nonproductive time, [...] the
20 rate of compensation, and the gross wages paid for that time during the pay period."

21 75. At all relevant times, the wage statements issued by Defendants do not accurately
22 reflect the total hours worked because Defendants assume 40 hours even where the drivers worked
23 over 40 hours in a week. Additionally, the applicable rate of pay is not listed on any of the wage
24 statements. Defendants also violates Labor Code § 226(a) every pay period because the wage
25 statements failed to accurately state gross wages earned, all deductions, net wages earned, the name
26 and address of the legal entity that is the employer, and all applicable hourly rates in effect during the
27 pay period and the corresponding number of hours at each hourly rate by the employee. As such,
28 Defendants violate Labor Code § 226 and § 226.2 every pay period with respect to Plaintiff and

1 the Wage Statement Penalties Subclass.

2 76. Defendants' failure to provide the required writing deprived Plaintiff and the
3 Wage Statement Penalties Subclass of the ability to know, understand, and question the
4 calculation and rate of pay and hours used to calculate the wages paid by Defendants. Therefore,
5 Plaintiff and the Wage Statement Penalties Subclass had no way to dispute the resulting
6 miscalculation of wages, all of which resulted in an unjustified economic enrichment to said
7 Defendants. As a direct result, Plaintiff and the Wage Statement Penalties Subclass have suffered
8 and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost
9 interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully
10 perform its obligation under state law, all to their respective damages in amounts according to
11 proof at trial.

12 77. As a result of Defendants' knowing and intentional failure to comply with Labor
13 Code § 226(a), Plaintiff and the Wage Statement Penalties Subclass have suffered an injury in
14 that each was prevented from knowing, understanding and disputing the wage payments paid to
15 them. Furthermore, Plaintiff and the Wage Statement Penalties Subclass have each suffered an
16 injury in that the failure to show all wages earned on the itemized wage statements resulted in
17 Plaintiff and the Wage Statement Penalties Subclass being denied all necessary deductions,
18 payments, and withholdings owed by the employer, including, but not limited to, the failure to
19 make all necessary contributions for unemployment benefits, social security benefits, proper
20 payment of taxes and withholdings, and other mandated state and federal benefits.

21 78. Plaintiff has also been injured as a result of having to bring this action to attempt
22 to obtain correct wage information following Defendants' refusal to comply with many of the
23 mandates of California's Labor Code and related laws and regulations.

24 79. Labor Code § 226(e) requires Defendants to pay the greater of all actual damages
25 or fifty dollars (\$50.00) per employee for the initial pay period in which a violation occurred, and
26 one hundred dollars (\$100.00) per employee for each violation in subsequent pay periods, plus
27 attorney's fees and costs, to Plaintiff and the Represented Employees who were injured by
28 Defendants' failure to comply with Labor Code § 226(a). The exact amount of the applicable

penalty is all in an amount to be shown according to proof at trial.

SIXTH CAUSE OF ACTION

UNFAIR AND UNLAWFUL COMPETITION

(Business and Professions Code § 17200 *et seq.*)

80. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

81. California Business & Professions Code § 17200, *et seq.*, prohibits acts of unfair competition, which includes any “unlawful, unfair or fraudulent business act or practice.” The Represented Employees, including Plaintiff, have suffered and continue to suffer injuries in fact, due to the unfair and unlawful business practices of Defendants as alleged herein.

82. Defendants, and each of them, are “persons” as defined under Business & Professions Code § 17021.

83. As alleged herein, Defendants engaged in conduct that violated California’s wage and hour laws, including failure to pay minimum and regular wages, failure to separately compensate for nonproductive time, failure to reimburse business expenses, failure to timely pay final wages, and failure to provide accurate and itemized wage statements all in order to decrease their costs and increase their profits.

84. At all times relevant herein, Defendants did not pay Plaintiff and the Represented Employees wages and monies and other financial obligations to which they were entitled.

85. As a result of Defendants’ failure to comply with the Labor Code and IWC Orders, Represented Employees, including Plaintiff, suffered a loss of wages and monies, all in an amount to be shown according to proof at trial. Defendants’ ongoing violations of the foregoing statutes and laws constitute a violation of Bus. & Prof. Code § 17200, *et seq.*

86. Defendants’ violations of the California Labor Code and IWC Wage Orders and its scheme to lower its payroll costs as alleged herein, constitute unlawful and unfair business practices because it was done in a systematic manner over a period of time to the detriment of the Plaintiff and all others similarly-situated.

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1 87. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
2 unlawful, and harmful to Plaintiff, other Represented Employees, and to the general public.
3 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of
4 Code of Civil Procedure § 1021.5.

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

11 89. Plaintiff, individually, and on behalf of the Represented Employees, has no plain,
12 speedy, and/or adequate remedy at law to redress the injuries which they have suffered as a
13 consequence of Defendants' unfair, unlawful and/or fraudulent business practices. As a result of
14 the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually,
15 and on behalf of the Represented Employees, has suffered and will continue to suffer irreparable
16 harm unless Defendants, and each of them, are restrained from continuing to engage in said
17 unfair, unlawful and/or fraudulent business practices.

18 90. Plaintiff, individually, and on behalf of the Represented Employees, is entitled to,
19 and does, seek such relief as may be necessary to disgorge the profits which Defendants have
20 acquired, or of which Plaintiff and Represented Employees have been deprived, by means of the
21 above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the
22 Represented Employees are not obligated to establish individual knowledge of the unfair
23 practices of Defendants in order to recover restitution.

24 91. Plaintiff, individually, and on behalf of the Represented Employees, is further
25 entitled to and do seek a declaration that the above described business practices are unfair,
26 unlawful and/or fraudulent, and injunctive relief restraining Defendants, and each of them, from
27 engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in
28 the future.

1 92. Pursuant to Business & Professions Code §§ 17200, et seq., Plaintiff and
2 Represented Employees are entitled to restitution of the wages withheld and retained by
3 Defendants during a period that commences four years prior to the filing of this complaint; a
4 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
5 Represented Employees; an award of attorneys’ fees pursuant to California Code of Civil
6 Procedure § 1021.5 and other applicable laws; and an award of costs.

7 **VII. LABOR CODE PRIVATE ATTORNEYS GENERAL ACT CAUSES OF ACTION**
8 **(Cal. Lab. Code. §§ 2698 – 2699.5)**

9 93. Plaintiff is an “aggrieved employee” under the PAGA as he was employed by
10 Defendants during the applicable statutory period and suffered one or more of the Labor Code
11 violations alleged herein. As such, Plaintiff may recover the remedies described herein in a civil
12 action filed on behalf of himself and all other similarly situated current and former aggrieved
13 employees in California against whom one or more of the alleged violations was committed
14 (hereinafter the “Aggrieved Employees”).

15 94. Plaintiff seeks to recover all applicable and available PAGA remedies pursuant to
16 Labor Code § 2699, as well as attorneys’ fees, costs, and/or other damages as permitted by
17 PAGA through a representative action pursuant to the PAGA and the California Supreme Court
18 in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, Plaintiff is not required to, nor
19 does he, seek class certification of the PAGA claims under Code of Civil Procedure § 382.

20 95. Pursuant to Labor Code § 2699.3(a), on or around June 23, 2022, Plaintiff gave
21 written notice by online filing to the Labor and Workforce Development Agency (“LWDA”) and
22 by certified mail to Defendants of the specific provisions of the Labor Code alleged to have been
23 violated, including the facts and theories to support the alleged violations. More than sixty-five
24 (65) days have elapsed since the date Plaintiff provided the written notice of the claims alleged
25 herein without the LWDA assuming jurisdiction over the claims alleged. Accordingly, Plaintiff
26 has fully satisfied the administrative prerequisites to suit under the PAGA.

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1 **SEVENTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR FAILURE TO PAY MINIMUM WAGES**

3 (Labor Code §§ 200, 1194, 1194.2, 1197; IWC Wage Order § 4)

4 96. Plaintiff incorporates paragraphs 1-10 and 93-95 of the First Amended Complaint
5 as if fully alleged herein.

6 97. Plaintiff and the Aggrieved Employees were not exempt from the requirement to
7 be paid at least the applicable California minimum wage throughout the statutory period for each
8 hour worked.

9 98. Plaintiff and the Aggrieved Employees were not exempt from the requirement to
10 be paid at least the applicable California minimum wage throughout the statutory period for each
11 hour worked.

12 99. Moreover, compensation owed to employees is a matter determined primarily by
13 contract. Under Labor Code § 200, compensation may be “fixed or ascertained by the standard of
14 time, task, piece, commission basis, or other method of calculation.”

15 100. Wage Order No. 9 § 4 (B) provides that compensation may be “measured by time,
16 piece, commission, or otherwise.”

17 101. In *Oman v. Delta Airlines* (2020) 9 Cal. 5th 762, 782 the California Supreme
18 Court held that “[w]hatever the task or period promised as a basis for compensation, however, an
19 employer must pay no less than the minimum wage for all hours worked. (See Wage Order No.
20 9, §§2(H), 4.) The employer must satisfy this obligation while still keeping any promises it has
21 made to provide particular amounts of compensation for particular tasks or periods of work.
22 (Lab. Code §§ 221-223.) For all hours worked, employees are entitled to the greater of the (1)
23 amount guaranteed by contract for the specified task or periods, or (2) the amount guaranteed by
24 the minimum wage.”

25 102. Plaintiff and the Aggrieved Employees were not provided proper minimum and
26 regular wages owed due to Defendants’ failure to accurately track Plaintiff’s and Aggrieved
27 Employees’s time to determine that they were paid at least minimum wage for all hours worked.
28 For instance, Defendants assumed that Plaintiff worked 40 hours per week and paid a flat daily

1 or per mile rate regardless of how many hours Plaintiff worked. Defendant made no attempt to
2 determine that hours worked were compensated at minimum wage. Due to traffic and other
3 conditions, Defendant's piece rate often illegally resulted in a rate of pay under the applicable
4 minimum wage.

5 103. Also, Defendants' piece-rate pay plan often resulted in a payment of wages to
6 Plaintiff and the Aggrieved Employees at less than the required California minimum wages for
7 all hours worked.

8 104. Consequently, Defendants violated California Labor Code laws and minimum
9 wage laws, *inter alia*, Labor Code §§ 200, 221, 222, 223, 1197, IWC Wage Order 9, § 4, and
10 Cal. Code Regs., tit. 8, section 11090, subds. 1 and 4(B).

11 105. Plaintiff is informed and believes and thereon alleges that Defendants
12 intentionally, willfully, and improperly failed to pay wages to Plaintiff and the Aggrieved
13 Employees for each hour worked in violation of Labor Code §§ 221-223, 1194 and 1197.

14 106. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
15 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
16 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

17 **EIGHTH CAUSE OF ACTION**

18 **PAGA ASSESSMENT FOR FAILURE TO PAY NONPRODUCTIVE TIME**

19 (Labor Code § 226.2)

20 107. Plaintiff incorporates paragraphs 1-10 and 93-102 of the First Amended
21 Complaint as if fully alleged herein.

22 108. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
23 who were paid on a piece-rate basis.

24 109. Labor Code § 226.2 requires employers that pay their employees on a piece-rate
25 basis to provide separate payment for nonproductive time at an hourly rate that is no less than the
26 applicable minimum wage. Labor Code § 226.2(a)(4).

27 110. At all relevant times herein, Defendants failed to compensate the Aggrieved
28 Employees, including Plaintiffs, for all rest and recovery periods and all other nonproductive

1 time separate from any piece-rate compensation at the rate required by Labor Code § 226.2.
2 Therefore, Defendants violates Labor Code § 226.2 every pay period with respect to Plaintiff and
3 each and every one of the Aggrieved Employees.

4 111. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
5 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
6 and seek to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

7 **NINTH CAUSE OF ACTION**

8 **PAGA ASSESSMENT FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**

9 (Labor Code § 2802)

10 112. Plaintiff incorporates paragraphs 1-10 and 93-107 of the First Amended
11 Complaint as if fully alleged herein.

12 113. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
13 who did not receive proper protections and benefits of the laws governing reimbursement of
14 business expenses.

15 114. Labor Code § 2802(a) requires that the employer indemnify its employees for
16 expenses and losses incurred while discharging their duties or in obedience to the directions of
17 their employer.

18 115. At all relevant times herein mentioned, as a condition of employment, Defendants
19 required Plaintiff and the Aggrieved Employees to incur substantial business-related expenses
20 and costs without reimbursement. For example, Defendants required Plaintiff and the Aggrieved
21 Employees to use personal cell phones to carry out their duties for Defendants without
22 reimbursement.

23 116. At all relevant times herein, Defendants violated Labor Code § 2802(a) when they
24 failed to reimburse Plaintiff and the Aggrieved Employees for expenses incurred as a direct
25 consequence of Plaintiff's employment with Defendant and/or under the direction of Defendants.

26 117. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
27 the assessment of all applicable and available remedies pursuant to Labor Code § 2699, and seek
28 to recover all attorneys' fees, costs, and/or any other damages permitted under the PAGA.

1 **TENTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY WAGES EACH PERIOD**

3 (Labor Code § 204)

4 118. Plaintiff incorporates paragraphs 1-10 and 93-113 of the First Amended
5 Complaint as if fully alleged herein.

6 119. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
7 who did not receive proper protections and benefits of the laws regarding the timing of payment
8 of wages each period.

9 120. Labor Code § 204(a) states that all wages earned by a person are due and payable
10 twice during each calendar month, and further states that wages earned during the first through
11 fifteenth days of the month must be paid no later than the twenty-sixth day of the month, and that
12 wages earned between the sixteenth and last day of the month must be paid by the tenth day of
13 the following month.

14 121. Furthermore, Labor Code § 204(d) states “[t]he requirements of this section shall
15 be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
16 the wages are paid not more than seven calendar days following the close of the payroll period.”

17 122. At all relevant times herein, Defendants did not provide Plaintiff and the
18 Aggrieved Employees with all wages due and owing each period within the time required by
19 Labor Code § 204. Moreover, Defendants did not provide Plaintiff and the Aggrieved
20 Employees with all wages due and owing each pay period, including, but not limited to,
21 minimum wages within the time specified by § 204.

22 123. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
23 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
24 and seek to recover all attorneys’ fees, costs, and/or any other damages permitted under PAGA.

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1 **ELEVENTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES**

3 (Labor Code §§ 201 – 203)

4 124. Plaintiff incorporates paragraphs 1-10 and 93-119 of the First Amended
5 Complaint as if fully alleged herein.

6 125. Plaintiff and the Aggrieved Employees are and/or were “non-exempt” employees
7 of Defendants who did not receive proper protections and benefits of the laws governing the
8 timing and payment of final wages.

9 126. Labor Code § 201 requires that the employer immediately pay any wages, without
10 abatement or reduction, to any employee who is discharged.

11 127. Labor Code § 202 requires that the employer pay all wages earned and unpaid,
12 without abatement or reduction, no later than 72 hours of receiving an employee's notice of
13 intent to quit or immediately at the time of quitting if at least a 72-hour notice was provided.

14 128. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a
15 penalty from the due date thereof at the same rate until paid or until an action therefore is
16 commenced, but the wages shall not continue for more than thirty (30) days.

17 129. At all relevant times here, Defendants did not provide Plaintiff and the Aggrieved
18 Employees with all wages due and owing upon separation of employment, including, but not
19 limited to, minimum, regular, and overtime wages within the time specified by Labor Code §§
20 201 – 203.

21 130. Plaintiff alleges that, at all times material to this action, Defendants had a planned
22 pattern and practice of failing to timely pay to Plaintiff and the Aggrieved Employees all wages
23 due and owing upon separation of employment as required by Labor Code §§ 201 and 202.

24 131. As a result of the unlawful employment practices alleged herein, Plaintiff seeks the
25 assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699, and
26 seek to recover all attorneys’ fees, costs, and/or any other damages permitted under PAGA.

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1 **TWELFTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR**

3 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

4 (Labor Code § 226)

5 132. Plaintiff incorporates paragraphs 1-10 and 93-127 of the First Amended
6 Complaint as if fully alleged herein.

7 133. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
8 who did not receive proper protections and benefits of the laws governing the provision of
9 accurate itemized wage statements.

10 134. Labor Code § 226(a) requires an employer to provide its employees with itemized
11 wage statements accurately stating gross wages earned, all deductions, net wages earned, the
12 inclusive dates of the pay period, the employee's name and the last four digits of his or her
13 Social Security number (or employee identification number), the name and address of the legal
14 entity that is the employer, and all applicable hourly rates in effect during the pay period and the
15 corresponding number of hours worked at each hourly rate by the employee.

16 135. Defendants violates Labor Code § 226(a) every pay period with respect to
17 Plaintiff and the Aggrieved Employees because the wage statements that Defendants issued to
18 Plaintiff and the Aggrieved Employees failed to provide any information regarding hours
19 worked, and therefore the wage statements did not state "total hours worked by the employee" in
20 direct violation of Labor Code § 226(a)(2).

21 136. Furthermore, Defendants violate Labor Code § 226(a) every pay period because
22 the wage statements failed to accurately state gross wages earned, all deductions, net wages
23 earned, the name and address of the legal entity that is the employer, and all applicable hourly
24 rates in effect during the pay period and the corresponding number of hours at each hourly rate
25 by the employee.

26 137. Furthermore, Labor Code § 226.2(a) states "[f]or employees compensated on a
27 piece-rate basis during a pay period, the following shall apply for that pay period: [...] (2) the
28 itemized statement required by subdivision (a) of Section 226 shall, in addition to the other items

1 specified in that subdivision, separately state the following, to which the provisions of Section
2 226 shall also be applicable: (A) the total hours of compensable rest and recovery periods, the
3 rate of compensation, and the gross wages paid for those periods during the pay period [and] (B)
4 [...] the total hours of other nonproductive time, [...] the rate of compensation, and the gross
5 wages paid for that time during the pay period.”

6 138. At all relevant times, Defendants failed to provide a wage statement to Plaintiff
7 and the Aggrieved Employees that complied with the requirements of Labor Code § 226.2(a)(2)
8 because the wage statements did not include any information regarding compensable
9 nonproductive time, or the rates of pay and compensation for the same. As such, Defendants
10 violate Labor Code § 226 and § 226.2 every pay period.

11 139. Therefore, Defendants violate Labor Code § 226(a) every pay period with respect
12 to Plaintiff and the Aggrieved Employees because Defendants failed to provide complete and
13 accurate wage statements to Plaintiff and the Aggrieved Employees that complied with the
14 requirements of Labor Code § 226(a). See *Lopez v. Friant & Associates, LLC* (2017) 15
15 Cal.App.5th 773, 788 (“a plaintiff seeking civil penalties under PAGA for a violation of section
16 226(a) does not have to satisfy the “injury” and “knowing and intentional” requirements of
17 section 226(e)(1)”).

18 140. As a result of the Defendants’ violations of Labor Code §226(a)(9), Plaintiff seeks
19 the assessment of all applicable and available PAGA remedies pursuant to Labor Code §§ 226.3
20 and 2699, and seek to recover all attorneys’ fees, costs, and/or any other damages permitted
21 under PAGA. See *Raines v. Coastal Pacific Food Distributors, Inc.* (2018) 23 Cal.App.5th 667,
22 675 (“Section 226.3 provides the civil penalty for failure to comply” with Labor Code § 226).

23 **VIII. PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff, on behalf of himself, on a representative basis, and all others
25 similarly situated, prays for judgment and relief against Defendants, jointly and severally, as
26 follows:

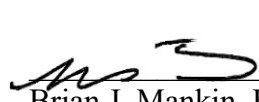
27 1. As to the Seventh through Twelfth Causes of Action, the assessment of all
28 available remedies under the PAGA;

- 1 2. For reasonable attorneys' fees and costs as permitted under th PAGA;
- 2 3. That the First through Sixth Causes of Action be certified as a class action;
- 3 4. That Plaintiff be appointed as Class Representative;
- 4 5. That counsel for Plaintiff be appointed Class Counsel;
- 5 6. For all applicable statutory penalties recoverable under the First through Sixth
- 6 Causes of Action to the extent permitted by law, including those pursuant to Labor Code and
- 7 Orders of the Industrial Welfare Commission;
- 8 7. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by
- 9 law, including those pursuant to the Labor Code;
- 10 8. For injunctive relief and/or restitution as provided by the Labor Code and
- 11 Business and Professions Code § 17200, *et seq.*;
- 12 9. For a declaratory judgment that Defendants have violated Labor Code §§ 200,
- 13 201, 202, 203, 204, 208, 210, 218.6, 221-223, 226, 226.2, 226.3, 256, 558, 1194, 1197, 1197.1
- 14 and 2802, among other sections inadvertently omitted;
- 15 10. For an award of damages in the amount of unpaid compensation including, but
- 16 not limited to, unpaid wages, benefits, and penalties according to proof, including interest
- 17 thereon;
- 18 11. For pre- and post-judgment interest; and
- 19 12. For such other relief as the Court deems just and proper.
- 20

21 Dated: September 13, 2022

LAUBY, MANKIN & LAUBY LLP

22
23 BY:


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Attorneys for Plaintiff