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11 individually and on behalf of others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

EMANUEL SANCHEZ HERNANDEZ,
individually and on behalf of all others similarly
situated,

PLAINTIFF,

v.

G & J MARTINEZ EXPRESS, INC., a
California corporation; TOWER TRUCKING
GROUP, INC., a California corporation; DOES
1 through 50, inclusive,

DEFENDANTS.

CASE NO.: 22STCV36967

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1) FAILURE TO PAY OVERTIME (LABOR CODE §§ 510, 1198)
- 2) FAILURE TO PROVIDE MEAL PERIODS AND/OR PAY MEAL PERIOD PREMIUMS (LABOR CODE § 226.7, 512)
- 3) FAILURE TO AUTHORIZE AND PERMIT REST BREAKS AND/OR PAY REST BREAK PREMIUMS (LABOR CODE § 226.7)
- 4) FAILURE TO PAY MINIMUM WAGES (LABOR CODE §§ 1194, 1197, 1197.1)
- 5) FAILURE TO TIMELY PAY FINAL WAGES (LABOR CODE §§ 201-203)
- 6) FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS (LABOR CODE § 226)
- 7) FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES (LABOR CODE § 2802)
- 8) UCL VIOLATIONS (BUS. & PROF. CODE §§ 17200-17204)
- 9) PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §§ 2698 – 2699.5)

DEMAND FOR JURY TRIAL

FILED
Superior Court of California
County of Los Angeles

01/18/2023

David W. Slayton, Executive Officer / Clerk of Court

By: K. Martinez Deputy

1 Plaintiff Emanuel Sanchez Hernandez (“Plaintiff”), individually, and on behalf of others
2 similarly situated (hereinafter “Class Members”), and as a private attorney general, based upon facts
3 that either have evidentiary support or are likely to have evidentiary support after a reasonable
4 opportunity for further investigation and discovery, complains and hereby alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants G & J MARTINEZ EXPRESS, INC., a
7 California corporation; TOWER TRUCKING GROUP, INC., a California corporation; and DOES 1
8 through 50, inclusive (hereinafter also collectively referred to as “Defendants”) for California Labor
9 Code violations, unfair business practices, and monetary penalties stemming from Defendants’ failure
10 to pay overtime compensation, failure to provide compliant meal periods, failure to authorize and
11 permit compliant rest periods, failure to pay minimum wages, failure to timely pay final wages, failure
12 to provide accurate wage statements, failure to maintain accurate time and payroll records, and failure
13 to reimburse necessary business-related expenses.

14 2. Plaintiff’s First through Eighth Causes of Action are brought as a class action on behalf
15 of himself and similarly situated current and former employees of Defendants (hereinafter collectively
16 referred to as the “Class” or “Class Members,” as defined more fully in Paragraph 17, below) pursuant
17 to California Code of Civil Procedure Section 382. The monetary damages and restitution sought by
18 Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according
19 to proof at trial.

20 3. Plaintiff’s Ninth Cause of Action is brought as a representative action on behalf of
21 himself and other current and former non-exempt employees of Defendants in the State of California
22 at any time within the period beginning one (1) year prior to the date of Plaintiff’s PAGA letter to the
23 LWDA and ending at the time this action settles or proceeds to final judgment (hereinafter collectively
24 referred to as the “Aggrieved Employees”) pursuant to California Labor Code Sections 2698, *et seq.*
25 Plaintiff is an aggrieved employee against whom one or more of the alleged violations occurred. The
26 civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will
27 be established according to proof at trial.

28 4. The Court has jurisdiction over this action pursuant to the California Constitution,

1 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except
2 those given by statute to other courts. The statutes under which this action is brought do not specify
3 any other basis for jurisdiction.

4 5. This Court has jurisdiction over Defendants because, upon information and belief,
5 Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise
6 intentionally avail themselves of the California market so as to render the exercise of jurisdiction over
7 them by the California courts consistent with traditional notions of fair play and substantial justice.

8 6. Venue is proper in this Court because, upon information and belief, Defendants maintain
9 offices, have agents, and/or transact business in the State of California, County of Los Angeles.

10 **PARTIES**

11 7. Plaintiff is a resident of the State of California. At all times relevant to this action,
12 Plaintiff was employed by Defendants in the County of Los Angeles, State of California as an hourly,
13 non-exempt employee.

14 8. Defendant G & J MARTINEZ EXPRESS, INC., is and at all times herein mentioned
15 was, a corporation organized and existing under the laws of the State of California and is registered to
16 do business in the state of California. Plaintiff is informed and believes that G & J MARTINEZ
17 EXPRESS, INC. is a freight/delivery/parcel service company.

18 9. Defendant TOWER TRUCKING GROUP, INC., is and at all times herein mentioned
19 was, a corporation organized and existing under the laws of the State of California and is registered to
20 do business in the state of California. Plaintiff is informed and believes that TOWER TRUCKING
21 GROUP, INC. is a freight/delivery/parcel service company.

22 10. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and
23 therefore sues these defendants by such fictitious names. The Doe defendants may be individuals,
24 partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that, at all times
25 mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-
26 venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting
27 within the scope, purpose, consent, knowledge, ratification and authorization of such agency,
28 employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true

1 names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each
2 of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein
3 alleged, and that Plaintiff's damages as herein alleged were proximately caused by its conduct.
4 Defendants G & J MARTINEZ EXPRESS, INC.; TOWER TRUCKING GROUP, INC; and DOES 1
5 thorough 50 are collectively referred to herein as "Defendants."

6 11. Defendants are and at all times herein mentioned were, (a) conducting business in the
7 County of Los Angeles, State of California, and (b) the employer of Plaintiff consistent with the
8 California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

9 12. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the
10 working conditions, wages, working hours, and conditions of employment of Plaintiff and the Class so
11 as to make each of said Defendants employers and employers jointly liable under the statutory
12 provisions set forth herein.

13 13. Plaintiff is informed and believes, and thereon alleges, that at all times relevant to this
14 action, Defendants were the alter egos, predecessors, divisions, affiliates, integrated enterprises, joint
15 employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents,
16 partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each defendant was
17 dominated by his, her, or its codefendants, and each was the alter ego of the other.

18 14. Plaintiff is informed and believes, and based thereon alleges, that in perpetrating the acts
19 and omissions alleged herein, Defendants, and each of them, acted pursuant to, and in furtherance of,
20 their policies and practices of not paying Plaintiff and the Class all wages earned and due, through
21 methods and schemes which include, but are not limited to: failing to pay overtime; failing to provide
22 meal periods and rest breaks; failing to properly maintain records; failing to provide accurate itemized
23 statements for each pay period; failing to timely pay final wages; and requiring, permitting, or suffering
24 the employees to work off the clock, in violation of the California Labor Code ("Labor Code") and
25 applicable Industrial Welfare Commission ("IWC") Wage Order(s).

26 15. Plaintiff is informed and believes, and based thereon alleges, that in accordance with
27 Labor Code Section 558.1, Defendants and any person acting on behalf of Defendants are liable for
28 violating, or causing to violate, any provision regulating minimum wages or hours and days of work

1 in any order of the Industrial Welfare Commission, or Labor Code Sections 203, 226, 226.7, 1193.6,
2 1194, or 2802.

3 **CLASS ACTION ALLEGATIONS**

4 16. Plaintiff brings the First through Eighth Causes of Action as a class action on his own
5 behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class
6 certification under Code of Civil Procedure Section 382.

7 17. The proposed class is defined as follows: All current and former non-exempt employees
8 of any of the Defendants within the State of California at any time commencing four (4) years preceding
9 the filing of Plaintiff's original complaint up until the time that notice of the certified class action is
10 provided to the class (hereinafter referred to as the "Class" or "Class Members").

11 18. Plaintiff reserves the right to establish other subclasses as appropriate.

12 19. The Class is ascertainable and there is a well-defined community of interest in the
13 litigation:

14 a. Numerosity: The Class Members are so numerous that joinder of all Class Members
15 is impracticable. The membership of the entire Class is unknown to Plaintiff at this
16 time; however, the Class is estimated to be over fifty (50) individuals and the identity
17 of such membership is readily ascertainable by inspection of Defendants' employment
18 records.

19 b. Typicality: Plaintiff's claims are typical of all other Class Members demonstrated
20 herein. Plaintiff and the Class members worked as hourly, non-exempt employees for
21 Defendants in California, including in various construction related positions at
22 Defendants' work-site locations. Plaintiff and the other similarly situated Class
23 Members were employed by Defendants and shared similar job duties and
24 responsibilities, were subjected to the same policies and practices, and endured similar
25 violations at the hands of Defendants.

26 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class
27 Member, with whom he has a well-defined community of interest and typicality of
28 claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other

Class Members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all Class Members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the Class Members who are not named in the complaint anonymity that allows for the vindication of their rights.

20. There are common questions of law and fact as to the Class that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the Class:

- a. Whether Defendants failed to pay minimum wages to Plaintiff and the other Class Members for all hours worked;
- b. Whether Defendants required Plaintiff and the other Class Members to work more than eight (8) hours per day and/or more than forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other Class Members;
- c. Whether Defendants deprived Plaintiff and the other Class Members of meal and/or rest periods or required Plaintiff and the other Class Members to work during meal and/or rest periods without compensation;
- d. Whether Defendants failed to pay meal period premium wages to Class Members when they were not provided legally compliant meal periods;
- e. Whether Defendants failed to pay rest period premium wages to Class Members when they were not authorized and permitted to take legally compliant rest periods;

- 1 f. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff and
2 the other Class Members for all hours worked, and for missed, short, late or interrupted
3 meal periods and rest breaks in violation of California law;
- 4 g. Whether Defendants failed to pay all wages due to Plaintiff and the other Class Members
5 within the time required upon their discharge or resignation from employment;
- 6 h. Whether Defendants' failure to pay wages, without abatement, or reduction, in
7 accordance with the California Labor Code was willful;
- 8 i. Whether Defendants failed to reimburse Plaintiff and the other Class Members for all
9 necessary business-related expenses and costs in violation of California Labor Code
10 Section 2802;
- 11 j. Whether Defendants complied with wage statement reporting as required by the
12 California Labor Code, including Section 226;
- 13 k. Whether Defendants engaged in unfair business practices in violation of California
14 Business & Professions Code Section 17200, *et seq.* based on their improper
15 withholding of compensation and deduction of wages;
- 16 l. The appropriate amount of damages, restitution, and/or monetary penalties resulting
17 from Defendants' violation of California law; and
- 18 m. Whether Plaintiff and the other Class Members are entitled to compensatory damages
19 pursuant to the California Labor Code.

20 **GENERAL ALLEGATIONS**

21 21. Plaintiff is informed and believes that Defendants are freight/delivery/parcel service
22 companies that provide services in California. Plaintiff is informed and believes that Defendant G & J
23 MARTINEZ EXPRESS, INC. employed Plaintiff to work as a full-time, non-exempt employee from
24 approximately 2021 to 2022. Plaintiff is informed and believes that Defendant TOWER TRUCKING
25 GROUP, INC employed Plaintiff to work as a full-time, non-exempt employee in 2022. Plaintiff is
26 informed and believes that Defendants operate under the same ownership.

27 22. At all relevant times set forth herein, Defendants employed Plaintiff, the Class, and the
28 Aggrieved employees as hourly-paid or non-exempt employees.

1 23. Throughout the time period involved in this case, Defendants had the authority to hire
2 and terminate Plaintiff, the Class, and the Aggrieved employees; to directly or indirectly control work
3 rules, working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class,
4 and the Aggrieved employees; and to hire and terminate the employment of Plaintiff and the Class.

5 24. At all times herein mentioned, Defendants were subject to the Labor Code of the State
6 of California and the applicable Industrial Welfare Commission Orders.

7 25. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in an
8 ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. As
9 set forth in more detail below, this scheme involved, *inter alia*, regularly requiring Plaintiff, the Class,
10 and the Aggrieved employees to work off the clock without compensation, thereby failing to pay them
11 for all hours worked, including minimum and overtime wages. Defendants also implemented policies
12 that prohibited Plaintiff, the Class, and the Aggrieved employees from accurately recording the actual
13 time worked, resulting in a failure to pay Plaintiff, the Class, and the Aggrieved employees all wages
14 owed. In addition, Defendants routinely failed to permit Plaintiff, the Class, and the Aggrieved
15 employees to take timely and duty-free meal periods and rest periods in violation of California law, and
16 failed to pay associated meal and rest period premium wages. Defendants also failed to reimburse
17 Plaintiff, the Class, and the Aggrieved employees for all necessary business-related expenses, failed to
18 provide accurate itemized wage statements for each pay period, and failed to timely pay all wages owed
19 during and upon termination of employment.

20 26. Throughout the time period involved in this case, Defendants have implemented policies
21 and practices which failed to provide Plaintiff, the Class, and the Aggrieved employees with timely and
22 duty-free meal periods. Defendants routinely failed to relieve Plaintiff, the Class, and the Aggrieved
23 employees of all duties during their meal periods, regularly failed to relinquish control over Plaintiff,
24 the Class, and the Aggrieved employees during their meal periods, regularly failed to permit Plaintiff,
25 the Class, and the Aggrieved employees a reasonable opportunity to take their meal periods, and
26 regularly impeded or discouraged Plaintiff, the Class, and the Aggrieved employees from taking thirty
27 (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work and/or from
28 taking a second thirty (30) minute uninterrupted meal break no later than their tenth hour of work for

1 shifts lasting more than ten (10) hours. Defendants also failed to maintain accurate records of meal
2 periods taken by Plaintiff, the Class, and the Aggrieved employees.

3 27. Throughout the time period involved in this case, Defendants did not adequately inform
4 Plaintiff, the Class, and the Aggrieved employees of their right to take meal periods under California
5 law. Moreover, Defendants systematically disregarded their own written policies regarding the
6 provision and timing of meal periods for Plaintiff, the Class, and the Aggrieved employees. Instead,
7 Defendants' actual policy and practice was to schedule Plaintiff, the Class, and the Aggrieved
8 employees in a way that prohibited them from taking timely and duty-free meal periods, and to require
9 Plaintiff and the Class to work through their meal periods, for which they were not compensated.

10 28. Throughout the time period involved in this case, Defendants failed to pay Plaintiff, the
11 Class, and the Aggrieved employees premium wages for meal periods that were missed, late,
12 interrupted, or shortened in violation of California law. Defendants knew or should have known that
13 Plaintiff, the Class, and the Aggrieved employees were entitled to receive all meal periods or payment
14 of one additional hour of pay at their regular rate of pay when a meal period was missed, short, late,
15 and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to provide legally
16 compliant meal periods to Plaintiff, the Class, and the Aggrieved employees, and routinely failed to
17 pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved employees at their regular rate
18 of pay when a meal period was missed, short, late, and/or interrupted.

19 29. Throughout the time period involved in this case, Defendants have implemented policies
20 and practices which prohibited Plaintiff, the Class, and the Aggrieved employees from taking timely
21 and duty-free rest periods. Defendants regularly failed to provide, authorize, and permit Plaintiff, the
22 Class, and the Aggrieved employees take full, uninterrupted, off-duty rest periods for every shift lasting
23 three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every
24 shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize, permit, and
25 provide such rest breaks in the middle of each work period.

26 30. Throughout the time period involved in this case, Defendants did not adequately inform
27 Plaintiff, the Class, and the Aggrieved employees of their right to take rest periods under California
28 law. Moreover, Defendants systematically disregarded their own written policies regarding the

1 provision and timing of rest periods for Plaintiff, the Class, and the Aggrieved employees. Instead,
2 Defendants' actual policy and practice was to schedule Plaintiff, the Class, and the Aggrieved
3 employees in a way that regularly prohibited them from taking timely and duty-free rest periods, and
4 to regularly require Plaintiff, the Class, and the Aggrieved employees to work through their rest periods.

5 31. Throughout the time period involved in this case, Defendants failed to Plaintiff, the
6 Class, and the Aggrieved employees premium wages for rest periods that were missed, late, interrupted,
7 or shortened in violation of California law. Defendants knew or should have known that Plaintiff, the
8 Class, and the Aggrieved employees were entitled to receive all rest periods or payment of one
9 additional hour of pay at their regular rate of pay when a rest period was missed, short, late, and/or
10 interrupted. Notwithstanding this knowledge, Defendants routinely failed to authorize and permit
11 Plaintiff, the Class, and the Aggrieved employees to take duty-free rest periods, and failed to pay one
12 additional hour of pay to Plaintiff, the Class, and the Aggrieved employees at their regular rate of pay
13 when a rest period was missed, short, late and/or interrupted.

14 32. Throughout the time period involved in this case, Defendants regularly required
15 Plaintiff, the Class, and the Aggrieved employees to perform work off the clock. Plaintiff, the Class,
16 and the Aggrieved employees were regularly required to perform uncompensated work off the clock
17 for which they were not compensated. Defendants required Plaintiff, the Class, and the Aggrieved
18 employees to work off-the-clock by performing work during meal periods and rest breaks.

19 33. Throughout the time period involved in this case, Defendants implemented policies that
20 prohibited Plaintiff, the Class, and the Aggrieved employees from accurately recording the actual time
21 worked, resulting in a failure to pay Plaintiff, the Class, and the Aggrieved employees all wages owed.

22 34. Throughout the time period involved in this case, Plaintiff, the Class, and the Aggrieved
23 employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

24 35. Throughout the time period involved in this case, Defendants regularly failed to pay all
25 overtime compensation owed to Plaintiff, the Class, and the Aggrieved employees when they worked
26 in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work week, or in
27 excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single work week.
28 Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved employees were

1 entitled to receive certain wages for overtime compensation and that they were not receiving wages for
2 overtime compensation.

3 36. Throughout the time period involved in this case, Defendants failed to pay overtime to
4 Plaintiff, the Class, and the Aggrieved employees for all overtime hours worked based on regular rates
5 of pay correctly calculated to include all applicable remuneration.

6 37. Throughout the time period involved in this case, Defendants regularly failed to pay
7 Plaintiff, the Class, and the Aggrieved employees at least minimum wages for all hours worked.
8 Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved employees were
9 entitled to receive at least minimum wages for all hours worked and that they were not receiving at
10 least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter*
11 *alia*, failing to pay Plaintiff, the Class, and the Aggrieved employees at the required minimum wage
12 pursuant to California law, requiring Plaintiff, the Class, and the Aggrieved employees to perform work
13 off the clock, and failing to accurate record all time worked by Plaintiff, the Class, and the Aggrieved
14 employees which resulted in the systematic underpayment of wages to Plaintiff, the Class, and the
15 Aggrieved employees.

16 38. Throughout the time period involved in this case, Defendants regularly failed to pay
17 Plaintiff, the Class, and the Aggrieved employees all wages owed to them upon discharge or
18 resignation. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
19 employees were entitled to receive all wages owed to them upon termination within the time
20 permissible under California Labor Code Section 202. Plaintiff, the Class, and the Aggrieved
21 employees did not receive payment of all final wages owed to them upon discharge or resignation,
22 including overtime compensation and minimum wages within any time permissible under California
23 Labor Code Section 202.

24 39. Throughout the time period involved in this case, Defendants regularly failed to pay
25 Plaintiff, the Class, and the Aggrieved employees all wages within any time permissible under
26 California law, including, *inter alia*, California Labor Code Section 204. Defendants knew or should
27 have known that Plaintiff, the Class, and the Aggrieved employees were entitled to receive all wages
28 owed to them during their employment. Plaintiff, the Class, and the Aggrieved employees did not

1 receive payment of all wages, including overtime compensation, minimum wages, and meal and rest
2 period premiums.

3 40. Throughout the time period involved in this case, Defendants regularly failed to provide
4 complete or accurate wage statements to Plaintiff, the Class, and the Aggrieved employees. Defendants
5 knew or should have known that Plaintiff, the Class, and the Aggrieved employees were entitled to
6 receive complete and accurate wage statements in accordance with California law, but, in fact, they did
7 not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter*
8 *alia*, the failure to include the total number of hours worked, the actual gross wages earned, and the
9 correct rates of pay.

10 41. Throughout the time period involved in this case, Defendants regularly failed to keep
11 complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved employees. Defendants
12 knew or should have known that Defendants were required to keep complete and accurate time payroll
13 records for Plaintiff, the Class, and the Aggrieved employees in accordance with California law, but,
14 in fact, did not keep complete and accurate time and payroll records.

15 42. Throughout the time period involved in this case, Defendants regularly failed to
16 maintain accurate records relating to Plaintiff, the Class, and the Aggrieved employees' work periods,
17 meal periods, total daily hours, hours per pay period, and applicable pay rates.

18 43. Throughout the time period involved in this case, Defendants failed to reimburse
19 Plaintiff, the Class, and the Aggrieved employees for all necessary business-related expenses, including
20 but not limited to personal cellular phone usage. Defendants required Plaintiff, the Class, and the
21 Aggrieved employees to use their personal cellular phones in the course of performing their required
22 job duties without reimbursement. Among other things, Defendants required Plaintiff, the Class, and
23 the Aggrieved employees to use their personal cellular phones to respond to and communicate with
24 Defendants' managers and supervisors regarding work matters, including taking and sending
25 photographs of packages that were delivered. Defendants also required Plaintiff, the Class, and the
26 Aggrieved employees to use their phones to clock in and out. Defendants knew or should have known
27 that Defendants were required to reimburse Plaintiff, the Class, and the Aggrieved employees for all
28 necessary business-related expenses and costs, but failed to do so in violation of California law.

44. Throughout the time period involved in this case, Defendants knew or should have known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved employees pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the Class, and the Aggrieved employees that they paid all wages owed to them, all in order to increase Defendants' profits.

45. California Labor Code Section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly ... for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against All Defendants)

46. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

47. California Labor Code Section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

48. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other Class Members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

49. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the Class overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked in excess of eight (8) hours on the seventh day of work in a workweek.

50. California Labor Code Section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and no overtime

1 compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day
2 or in excess of eight (8) hours in a day on the seventh day of work.

3 51. During the relevant time period, Plaintiff and the other Class Members regularly worked
4 in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

5 52. During the relevant time period, Defendants intentionally and willfully failed to pay
6 overtime wages owed to Plaintiff and the other Class Members.

7 53. Defendants' failure to pay Plaintiff and the other Class Members the unpaid balance of
8 overtime compensation, as required by California laws, violates the provisions of California Labor
9 Code Sections 510 and 1198, and is therefore unlawful.

10 54. Pursuant to California Labor Code Section 1194, Plaintiff and the other Class Members
11 are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

12 **SECOND CAUSE OF ACTION**

13 **(Violation of California Labor Code §§ 226.7 and 512(a))**

14 **(Against All Defendants)**

15 55. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
16 allegation set forth above.

17 56. At all relevant times, the relevant IWC Order and California Labor Code Sections 226.7
18 and 512(a) were applicable to Plaintiff and the other Class Members' employment by Defendants.

19 57. At all relevant times, California Labor Code Section 226.7 provides that no employer
20 shall require an employee to work during any meal or rest period mandated by an applicable order of
21 the California IWC.

22 58. At all relevant times, the applicable IWC Wage Order and California Labor Code
23 Section 512(a) provide that an employer may not require, cause or permit an employee to work for a
24 work period of more than five (5) hours per day without providing the employee with a meal period of
25 not less than thirty (30) minutes, except that if the total work period per day of the employee is no more
26 than six (6) hours, the meal period may be waived by mutual consent of both the employer and
27 employee.

28 59. At all relevant times, California Labor Code Section 512(a) further provides that an

1 employer may not require, cause or permit an employee to work for a work period of more than ten
2 (10) hours per day without providing the employee with a second uninterrupted meal period of not less
3 than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the
4 second meal period may be waived by mutual consent of the employer and the employee only if the
5 first meal period was not waived.

6 60. During the relevant time period, Plaintiff and the other Class Members who were
7 scheduled to work for a period of time longer than six (6) hours, and who did not waive their legally-
8 mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours
9 without an uninterrupted meal period of not less than thirty (30) minutes.

10 61. During the relevant time period, Plaintiff and the other Class Members who were
11 scheduled to work for a period of time in excess of ten (10) hours were required to work for periods
12 longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30)
13 minutes.

14 62. During the relevant time period, Defendants intentionally and willfully required Plaintiff
15 and the other Class Members to miss their meal periods and to take meal periods that were late,
16 shortened, or interrupted, and failed to compensate Plaintiff and the other Class Members the full meal
17 period premium for missed, shortened, late, or interrupted meal periods.

18 63. During the relevant time period, Defendants failed to pay Plaintiff and the other Class
19 Members the full meal period premiums due pursuant to California Labor Code Section 226.7.

20 64. Defendants' conduct violates the applicable IWC Wage Order and California Labor
21 Code Sections 226.7 and 512(a).

22 65. Pursuant to the applicable IWC Wage Order and California Labor Code Section
23 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one
24 additional hour of pay at the employee's regular rate of compensation for each work day that the meal
25 period was not provided.

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1 **THIRD CAUSE OF ACTION**

2 **(Violation of California Labor Code § 226.7)**

3 **(Against All Defendants)**

4 66. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
5 allegation set forth above.

6 67. At all times herein set forth, the applicable IWC Wage Order and California Labor Code
7 Section 226.7 were applicable to Plaintiff and the other Class Members' employment by Defendants.

8 68. At all relevant times, California Labor Code Section 226.7 provides that no employer
9 shall require an employee to work during any rest period mandated by an applicable order of the
10 California IWC.

11 69. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
12 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
13 the middle of each work period" and that the "rest period time shall be based on the total hours worked
14 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the
15 total daily work time is less than three and one-half (3.5) hours."

16 70. During the relevant time period, Defendants required Plaintiff and other Class Members
17 to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each
18 four (4) hour period worked.

19 71. During the relevant time period, Defendants willfully required Plaintiff and the other
20 Class Members to work during rest periods, failed to allow Plaintiff and the other Class Member to
21 take any rest period and/or failed to authorize and permit Plaintiff and the other Class Members to take
22 uninterrupted, duty-free rest breaks.

23 72. During the relevant time period, Defendants failed to pay Plaintiff and the other Class
24 Members the full rest period premium due pursuant to California Labor Code Section 226.7 for work
25 performed during rest periods, and/or for failure to authorize and permit Plaintiff and other Class
26 Members from taking uninterrupted rest periods.

27 73. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code
28 section 226.7.

74. Pursuant to the applicable IWC Wage Orders and California Labor Code Section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against All Defendants)

75. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

76. At all relevant times, California Labor Code Sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees and the payment of a lesser wage than the minimum so fixed is unlawful.

77. During the relevant time period, Defendants regularly failed to pay minimum wage to Plaintiff and the other Class Members as required pursuant to California Labor Code Sections 1194, 1197, and 1197.1.

78. Defendants' failure to pay Plaintiff and the other Class Members the minimum wage as required violates California Labor Code Sections 1194, 1197, and 1197.1. Pursuant to those Sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

79. Pursuant to California Labor Code Section 1194.2, Plaintiff and the other Class Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201, 202, 203)

(Against All Defendants)

80. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

1 81. At all relevant times herein set forth, California Labor Code Sections 201 and 202
2 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
3 discharge are due and payable immediately, and if an employee quits his or her employment, his or her
4 wages shall become due and payable not later seventy-two (72) hours thereafter, unless the employee
5 has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is
6 entitled to his or her wages at the time of quitting.

7 82. During the relevant time period, the employment of Plaintiff and many other Class
8 Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants intentionally
9 and willfully failed to pay Plaintiff and other Class Members who are no longer employed by
10 Defendants all of their wages, earned and unpaid, including but not limited to minimum wages, straight
11 time wages, overtime wages, and vested but unused vacation time, within seventy-two (72) hours of
12 their leaving Defendants' employ.

13 83. Defendants' failure to pay Plaintiff and other Class Members who are no longer
14 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving
15 Defendants' employ, is in violation of California Labor Code Sections 201 and 202.

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

20 85. Plaintiff and other Class Members who are no longer employed by Defendants are
21 entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to
22 a thirty (30) day maximum pursuant to California Labor Code Section 203.

23 **SIXTH CAUSE OF ACTION**

24 **(Violation of California Labor Code § 226(a))**

25 **(Against All Defendants)**

26 86. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
27 allegation set forth above.

28 87. At all material times set forth herein, California Labor Code Section 226(a) provides

1 that every employer shall furnish each of its employees an accurate itemized statement in writing
2 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
3 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
4 deductions, provided that all deductions made on written orders of the employee may be aggregated
5 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
6 employee is paid, (7) the name of the employee and his or her social security number, (8) the name and
7 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the
8 pay period and the corresponding number of hours worked at each hourly rate by the employee. The
9 deductions made from payments of wages shall be recorded in ink or other indelible form, properly
10 dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall
11 be kept on file by the employer for at least three years at the place of employment or at a central location
12 within the State of California.

13 88. Defendants have intentionally and willfully failed to provide Plaintiff and the Class with
14 complete and accurate wage statements. The deficiencies include, but are not limited to, the failure list
15 the total number of hours worked, the actual gross wages earned, and the correct rates of pay.

16 89. Because of Defendants' violation of California Labor Code Section 226(a), Plaintiff and
17 the Class have suffered injury and damage to their statutorily-protected rights.

18 90. More specifically, Plaintiff and the Class have been injured by Defendants' intentional
19 and willful violation of California Labor Code Section 226(a) because they were denied both their legal
20 right to receive, and their protected interest in receiving, accurate and itemized wage statements
21 pursuant to California Labor Code Section 226(a).

22 91. Plaintiff and the Class are entitled to recover from Defendants the greater of their actual
23 damages caused by Defendants' failure to comply with California Labor Code Section 226(a), or an
24 aggregate penalty not exceeding four thousand dollars per employee.

25 92. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance with
26 this section, pursuant to California Labor Code Section 226(g).

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1 **SEVENTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 2800 and 2802)**

3 **(Against All Defendants)**

4 93. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
5 allegation set forth above.

6 94. Pursuant to California Labor Code Sections 2800 and 2802, an employer must reimburse
7 its employee for all necessary expenditures incurred by the employee in direct consequence of the
8 discharge of his or her job duties or in direct consequence of his or her job duties or in direct
9 consequence of his or her obedience to the directions of the employer.

10 95. Plaintiff and the Class incurred necessary business-related expenses and costs that were
11 not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary business-related
12 expenses and costs included their failure to reimburse Plaintiff and the Class for costs incurred as a
13 result of, including but not limited to, simple negligence.

14 96. Defendants have intentionally and willfully failed to reimburse Plaintiff and the Class
15 for all necessary business-related expenses and costs. Plaintiff and the Class are entitled to recover from
16 Defendants their business-related expenses and costs incurred during the course and scope of their
17 employment, plus interest accrued from the date on which the employee incurred the necessary
18 expenditures at the same rate as judgments in civil actions in the State of California.

19 **EIGHTH CAUSE OF ACTION**

20 **(Violation of Cal. Business & Professions Code §§ 17200, et seq.)**

21 **(Against All Defendants)**

22 97. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
23 allegation set forth above.

24 98. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful
25 and harmful to Plaintiff and the Class, to the general public, and Defendants' competitors. Accordingly,
26 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of
27 Civil Procedure section 1021.5.

28 99. Defendants' activities as alleged herein are violations of California law, and constitute

1 unlawful business acts and practices in violation of California Business & Professions Code Section
2 17200, *et seq.*

3 100. Plaintiff is a “person” within the meaning of Business & Professions Code Section
4 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive relief,
5 restitution, and other appropriate equitable relief.

6 101. A violation of California Business & Professions Code Section 17200, *et seq.* may be
7 predicated on the violation of any state or federal law. In this instant case, Defendants’ policies and
8 practices of requiring employees, including Plaintiff and the Class, to work overtime without proper
9 compensation violate California Labor Code Sections 510 and 1198. Additionally, Defendants’
10 systematic policies and practices of requiring employees, including Plaintiff and the Class, to work
11 without legally compliant meal periods and rest breaks violate California Labor Code Sections 226.7
12 and 512(a). Moreover, Defendants’ policies and practices of failing to timely pay wages to Plaintiff and
13 the Class violate California Labor Code Sections 201, 202, and 203.

14 102. Defendants also violated California Labor Code Sections 204, 226(a), 1194, 1197,
15 1197.1, 510, 1174(d), 2800, and 2802.

16 103. Wage-and-hour laws express fundamental public policies. Paying employees their
17 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental public
18 policies of California. Labor Code Section 90.5(a) sets forth the public policies of this State vigorously
19 to enforce minimum labor standards, to ensure that employees are not required or permitted to work
20 under unlawful conditions, and to protect law-abiding employers and their employees from competitors
21 who lower costs to themselves by failing to comply with fair labor standards. Through the conduct
22 alleged in this Complaint Defendants have acted contrary to these public policies, have violated specific
23 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
24 violation of Business & Professions Code § 17200 *et seq.*

25 104. As a result of the herein described violations of California law, Defendants unlawfully
26 gained an unfair advantage over other businesses.

27 105. Plaintiff and the Class have been personally injured by Defendants’ unlawful business
28 acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or

1 property.

2 106. Pursuant to California Business & Professions Code Sections 17200, *et seq.*, Plaintiff
3 and the Class are entitled to restitution of the wages withheld and retained by Defendants during a
4 period that commences four years prior to the filing of this Complaint; an award of attorneys' fees
5 pursuant to California Code of Civil Procedure Section 1021.5 and other applicable laws; and an award
6 of costs.

7 **NINTH CAUSE OF ACTION**

8 **(Violation of California Labor Code § 2699, *et seq.*)**

9 **(Against All Defendants)**

10 107. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
11 allegation set forth above.

12 108. Plaintiff brings his Ninth Cause of Action as a representative action on behalf of himself
13 and all other Aggrieved Employees in the capacity as a private attorney general pursuant to the Private
14 Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA").

15 109. PAGA specifically provides for a private right of action to recover civil penalties for
16 violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision
17 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
18 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
19 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
20 brought by an aggrieved employee on behalf of himself or herself and other current or former
21 employees pursuant to the procedures specified in Section 2699.3." Labor Code § 2699(a).

22 110. Plaintiff was employed by Defendants and the Labor Code violations alleged above were
23 committed against him during his time of employment. Plaintiff is therefore, an "aggrieved employee"
24 under PAGA.

25 111. As set forth in detail above, during all times relevant to this Action, Defendants have
26 routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes by:

- 27 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
28 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*

- b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- c. Failing to provide legally compliant meal periods to Plaintiff and the Aggrieved Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512.
- d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay for rest period violations in violation of Labor Code §§ 226.7 and 512.
- e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end of their employment in violation of Labor Code § 203.
- f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.
- g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.
- h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.
- i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

112. California Labor Code Sections 2699 and 2699.5, Plaintiff, individually and on behalf of himself and the Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title 8 section 11050, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact

1 amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

2 113. Pursuant to Labor Code § 2699.3, on November 3, 2022, Plaintiff, through his counsel
3 of record, gave written notice by online filing with the Labor and Workforce Development Agency
4 (“LWDA”) and by certified mail to the Defendants, of the specific provisions of the Labor Code and
5 IWC Wage Orders that Defendants have violated, including the facts and theories to support the
6 violations, and of Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also paid
7 the filing fee required under Labor Code § 2699.3. To date, the LWDA has not indicated that it intends
8 to investigate the violations discussed in the PAGA notice. Accordingly, Plaintiff has or soon will have
9 fulfilled all administrative prerequisites to the pursuit of his PAGA claim on behalf himself and other
10 Aggrieved Employees pursuant to Labor Code § 2699.3.

11 114. Plaintiff was compelled to retain the services of counsel to file this court action to protect
12 his interests and the Aggrieved Employees, and to assess and collect the civil penalties owed by
13 Defendants. Plaintiff therefore seeks an award of reasonable attorneys’ fees and costs pursuant to Labor
14 Code § 2699(g)(1), and any other applicable statute

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public
17 similarly situated, and as a private attorney general, prays for relief and judgment against Defendants,
18 jointly and severally, as follows:

19 **Class Certification**

- 20 1. That this action be certified as a class action;
21 2. That Plaintiff be appointed as the representative of the Class;
22 3. That counsel for Plaintiff be appointed as Class Counsel; and
23 4. That Defendants provide to Class Counsel immediately the names and most current/last
24 known contact information (address, e-mail and telephone numbers) of all class members.

25 **As to the First Cause of Action**

- 26 5. That the Court declare, adjudge and decree that Defendants violated California Labor
27 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
28 wages due to Plaintiff and other Class Members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

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

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the Class;

11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code Section 226.7;

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

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

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the Class;

18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code Section 226.7;

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

and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code Sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the Class;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code Section 1197.1 for Plaintiff and the Class in the amount as may be established according to proof at trial;

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

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

28. For liquidated damages pursuant to California Labor Code Section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and other Class Members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and other Class Members who have left Defendants' employ;

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

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code Section 226(a) and applicable IWC Wage Orders as to Plaintiff

1 and the Class, and willfully failed to provide accurate itemized wage statements thereto;

2 36. For actual, consequential and incidental losses and damages, according to proof;

3 37. For statutory penalties pursuant to California Labor Code Section 226(e); and

4 38. For such other and further relief as the Court may deem just and proper.

5 **As to the Seventh Cause of Action**

6 39. That the Court declare, adjudge and decree that Defendants violated California Labor
7 Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for all necessary
8 business-related expenses as required by California Labor Code Sections 2800 and 2802;

9 40. For actual, consequential and incidental losses and damages, according to proof;

10 41. For the imposition of civil penalties and/or statutory penalties;

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

12 43. For such other and further relief as the Court may deem just and proper.

13 **As to the Eighth Cause of Action**

14 44. That the Court declare, adjudge and decree that Defendants violated California Business
15 and Professions Code Sections 17200, *et seq.* by failing to provide Plaintiff and the Class all overtime
16 compensation due to them, failing to provide all meal and rest periods to Plaintiff and the Class, failing
17 to pay at least minimum wages to Plaintiff and the Class, failing to pay Plaintiff's and other Class
18 Members' wages timely as required by California Labor Code section 201, 202 and 204 and by
19 violating California Labor Code Sections 226(a), 1174(d), 2800, and 2802;

20 45. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment interest
21 from the day such amounts were due and payable;

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

25 47. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
26 Code of Civil Procedure Section 1021.5;

27 48. For injunctive relief to ensure compliance with this section, pursuant to California
28 Business and Professions Code Sections 17200, *et seq.*; and

1 49. For such other and further relief as the Court may deem just and proper.

2 **As to the Ninth Cause of Action**

3 50. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;

4 51. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,
5 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or
6 other applicable statutes; and

7 52. For such other relief as the Court deems just and proper.

8
9 DATED: January 18, 2023

10 Respectfully submitted,

11 **PROXY LAW FIRM LLP**

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15 _____
16 Rana Nader
17 Attorneys for Plaintiff EMANUEL
18 SANCHEZ HERNANDEZ, individually
19 and on behalf of others similarly situated
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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff demands a jury trial with respect to all issues triable of right by jury.

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4 DATED: January 18, 2023

5 Respectfully submitted,

6 **PROXY LAW FIRM LLP**

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Rana Nader
11 Attorneys for Plaintiff EMANUEL
12 SANCHEZ HERNANDEZ, individually
13 and on behalf of others similarly situated
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